	because we wouldn't have the up and down
	payments depending on season and usage. She
	also said that we'd be able to have power to
	certain appliances and rooms if the power goes
	out. We agreed to installation because it sounded
	like a great way to use our resources and be
	more self sufficient. Sometime in August the
	installation was complete and inspections were
	done and everything was switched over. Our first
	power bill was significantly lower (October's bill
	for Sept usage). Our bills have just been getting
	higher and higher since then, so now we have
	over a \$300 bill from the power company as well
	at the \$390 monthly payment for the panels.  During a storm the power went out, but nothing
	stayed on like it was supposed to. We tried calling
	the Solar company to have someone come check
	the connections, but nobody ever answered or
	returned out messages. The past 2 months we
	have called the solar company numerous times to
	discuss why our utility bill is so high and nobody
	calls back. After research of our own, we've
	realized that the panels must only produce
	electricity during the day when the sun is out, but
	nothing is stored for nighttime usage. With day
	light being shorter in the winter and the
	overwhelming amount of rain and cloudy days
	we've had, we aren't using solar energy as much
	so our bills have been higher. This is NOT how it was explained to us and we were not expecting
	to be paying so much!!
Amount involved?	74,500.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	May 2022
Where	Online
What would you like the business to do?	We want them to connect our panels to
	something that will store energy so it will cover
	90% of our power usage as they promised.
	Otherwise we want the panels removed and our contract voided.
Is this an Automobile Complaint?	No
Year	

Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Nobody, we left a message multiple times and nobody called back
When did you make contact?	Unable to speak to anyone
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Amy Schoenthaler
Title	
Phone	(352) 636-9243
Email	kuntrymomma05@aol.com
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Radio TV/news story
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	2/7/2023 12:58 PM
Unique Id	1110000272

Complainant Name	Steven McKenna
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	230 Twin Lakes Trail
	Pikeville, Tennessee 37367
Complainant County	Bledsoe
Complainant Phone	(423) 635-9491
Complainant Phone-Ext	
Complainant Email	steven@vangodispatch.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	11205 Outlet Dr
	Knoxville, Tennessee 37932
Respondent County	Knox
Respondent Phone	(865) 392-1036
respondent i none	(888) 882 2888
Respondent Phone Ext	
Dogwondont Emoil	customerservice@solartitanusa.com
Respondent Email	customerservice@solartitatiusa.com

Incident Date	8/17/2020
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	We purchased a solar System for our home over 2 years ago. It has never worked correctly. The inverter was replaced last year but the battery was incompatable with the new inverter. They have told us over and over that they would get it fixed but nothing. The last 5 or 6 times I spoke with office staff, they promissed to call with a plan, no callbacks. Now they do not answer their phones and nobody returns call. I sent a detailed complaint with a request to address the situation and received no reply. This has been a great big disapointment. It is a very expensive investment

	that does not work and is looking like they are incapable or unwilling to make it right. If we discontinue making payments, i am sure that will hurt our credit and lead to legal problems for us.
	Please advise what recourse we might have.
Amount involved?	36,000.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	2020
Where	Internet
What would you like the business to do?	Fix it and make amends for lost benefit of service OR remove system, repair house and refund money.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	7 or 8 different people.
When did you make contact?	dozens of times over the last 2 years.
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?  Other	N/A

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	2/7/2023 9:57 AM
Unique Id	1110000267

Complainant Name	Simonne Smith-Daley
Age Range	40-49
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	712 Muscadine Lane simonne Jonesboro, Georgia 30238
Complainant County	
Complainant Phone	(404) 790-3660
Complainant Phone-Ext	simonne
Complainant Email	smho27@yahoo.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	414 NPeter Rd
	Knoxville, Tennessee 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Phone Ext	
Respondent Email	costomercare@solartitanusa.com

Incident Date	8/3/2022
In which state did your purchase/transaction take place?	Georgia
Category	33 - Products & Sales - Home Electronic/Office/Shopping/TV Sales
Give a complete statement of the facts, with dates	in 2022 Solar Titan installed a solar system at the above address, I had to call them out several times for servicing first the battery didn't work, They claim they replaced it, then half the house would have power and the other half wouldn't, then I notice there wasn't any decrease in my power bill I called and they actually came and told me the system was never functioning in the first place because the inverter was not working Fast forword to 01/23 there was a powerful storm here in Ga and the power went out, I was

Amount involved?	without power for 2 days, so I proceeded to contact Solar Titan that is when my calls went unanswered, and my emails unanswered. So I went google to see if the telephone number as changed that is when I realized the company has permanently closed. so now I am stuck with a 37,000 loan and still no solar system. I need some help as how I should proceed with this matter.  37,000.00
How did you pay?	Other
Was this product or service advertised?	No
When	
Where	
What would you like the business to do?	either come and fix this system or pay a contractor to fix the system. or suggest a resolution to fix the matter.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	No
With whom did you speak?	
When did you make contact?	
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	mosaic
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	N/A

Other			

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	2/7/2023 8:51 AM
Unique Id	1110000266

Complainant Name	Daniel Martin Pursley Jr.
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	2749
	Goodlettsville, Tennessee 37072
Complainant County	Davidson
Complainant Phone	(615) 566-7457
Complainant Phone-Ext	
Complainant Email	dano0863@comcast.net

Respondent Name	Solar Titan
Respondent Country	United States
Respondent Address	11205 outlet dr
	Knoxville, Tennessee 37932
Respondent County	
Respondent Phone	(865) 392-1036
Respondent Phone Ext	
Respondent Email	daleroden@solartitanusa.com

Incident Date	8/1/2021
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	We purchased a whole home solar panel and battery system and had major issues from day signed contract with Solar Titan and took almost a full year to complete install and commissioning with NES. Had panel and component issues from start and have not realized the promised savings on electric bills. Wr paid off the Mosaic loan because of the high interest rate and expense. Mosaic release all loan funds to Solar Titan even after I told them tbd system was not functional. I have a complete timeline and journal of events too much go put into this form.

Amount involved?	33,000.00
How did you pay?	Cash
Was this product or service advertised?	Yes
When	7/2021
Where	Internet adds
What would you like the business to do?	Stand behind products and refund amount to cover my time (over the course of the almost yr long installation. Stop practice with Mosaic to draw funds when project is not complete or fumctuoning.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Receptionist
When did you make contact?	9/2021
Is there anyone else with firsthand knowledge of your complaint?  Name	No
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Radio TV/news story

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	2/7/2023 6:58 AM
Unique Id	1110000263

Complainant Name	Elizabeth Ann Dillingham
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	200 Lookout Drive
	Rutledge, Tennessee 37861
Complainant County	Grainger
Complainant Phone	(865) 398-6651
Complainant Phone-Ext	
Complainant Email	elizabethd@smokyhhc.com

United States
Unknown
Knoxville, Tennessee 37922
Knox
(865) 392-1036
salesforce@solartitanusa.com

Incident Date	8/27/2022
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	Solar Titan USA has not returned phones calls they said when I brought this system they would make the first six payments and they have not made one payment, they stated that they would reverse me and that has not happened. Systems does not work at all my light bill is still high. They cut a big hole in the wall of my brand new home to hook up the system and would not repair it they said I would have to do it. The system cost 46,000,000 that I will have to pay on for 10 years. The loan was supposed to be a fixed loan but now they are the payments will be going up

	already paying 210.90 a month as is.I need help to get this resolved they still want answer any calls and now they have move office and nobody knows where too.It's sad when you put your trust in the future and even it feels you please help. Thank you.
Amount involved?	46.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	August 2022
Where	Telemarketer
What would you like the business to do?	Fix the problem give me what they own me or come get their equipment and repair my home back to the way it was.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Kelly
When did you make contact?	Yesterday
Is there anyone else with firsthand knowledge of your complaint?  Name	No
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Other
Other	BBB

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	2/6/2023 4:11 PM
Unique Id	1110000247

Complainant Name	Stephen Richard Reeves
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	5145 Morningwood Lane
	Antioch, Tennessee 37013
Complainant County	Davidson
Complainant Phone	(615) 519-2131
Complainant Phone-Ext	
Complainant Email	reeves9757@comcast.net

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	E Cross Park Drive
	Knoxville, Tennessee 37923
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Phone Ext	
Respondent Email	customercare@solartitanusa.com

Incident Date	9/15/2021
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	We signed Agreement with Solar Titan USA in Sept. 2021. Solar panels were installed, and paid for in full. It has now been almost 10 months and system is still not commissioned and operational. We continue to pay around \$300 plus for electricity per month. We have been told there's a permit issue preventing completing the inspection needed to commission the system. We have had other power issues as a result of Solar Titan USA's work that has been uncompleted. We had to get an electrician out after a power issue at our cost (\$185.90) because circuit wouldn't

ommunication has been initiated by us. The olks who sat in my living room lied and made promises/claims are no longer with the company eccording to returned emails. I am recently etired and a veteran and feel scammed and aken advantage of. At this point I want product emoved and my money refunded and eimbursed for cost of 3rd party electrician to roubleshoot.
Check
lo
NO .
lo
inally supposedly turned on after two years an
0 1 6 6 F

Make	
Model	
VIN	
Have you contacted the business?	No
With whom did you speak?	No longer employed there
When did you make contact?	Multiple messages left and attempts to contact
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Radio TV/news story
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0
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Date Submitted	2/6/2023 3:14 PM
Unique Id	1110000244

Complainant Name	Robert Alan Jackson
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	2880 Franklin Pike
	Lewisburg, Tennessee 37091
Complainant County	Marshall
Complainant Phone	(615) 478-5534
Complainant Phone-Ext	
Complainant Email	robertalan.jackson@yahoo.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	414 North Peters Road
	Knoxville, Tennessee 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Phone Ext	8653921036
Respondent Email	salesforce@solartitanusa.com

Incident Date	12/23/2021
In which state did your purchase/transaction take place?	Tennessee
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	at this point they can come take all their equipment and refund my money. i have tried to get this completed for over a year and after failing 5-6 State Electrical inspections (its still fail now) and the TVA failed us and said it doesn't meet their standards to sell electricity back to them as i was promised by Solar Titan. This has been a nightmare i have called , begged , tried to be nice , tried to be demanding and this has got me no where. so at this point my wife cry's when we talk about it due to the financial strain of

	paying on this for almost a year and paying my regular electric bill. I have complained to Mosaic who its financed through the State inspector says this is horrible how they are treating their customers, Duck River Electric wont accept and more applications from them. i don't feel that the equipment was installed properly and there might be a fire risk or permanently damaged equipment. I can not see paying this 56,500 cost over the years with out anything to show for it. I have called recently and their phones were disconnected, I heard from some of their employees that they are selling off everything and the few employees they have kept are working from home. I should of known that this was bad from the first call I made to them and they will not let you speak to a supervisor or anyone in charge. The Service / Install manager is never at work and cant accept calls to talk about issues with the system. the ladies in their accounting department wont ever return a call after you leave a message. the installers have missed 6-7 scheduled appointments that I took off work for and then show up on days I wasn't their because i didn't know they were coming. The bad part about this is I let them hurt my family with all this and I normally think I am a good judge of a businesses character being I am a disabled Army veteran. Please let me know if I can answer any more questions.
Amount involved?	56,500.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	constantly
Where	Facebook, TV , internet searches
What would you like the business to do?	at this point they can come take all their equipment and refund my money. i have tried to get this completed for over a year and after failing 5-6 State Electrical inspections (its still fail now) and the TVA failed us and said it doesn't meet their standards to sell electricity back to them as i was promised by Solar Titan. This has been a nightmare i have called , begged , tried to be nice , tried to be demanding and this has got me no where. so at this point my wife cry's when

	we talk about it due to the financial strain of paying on this for almost a year and paying my regular electric bill. I have complained to Mosaic who its financed through the State inspector says this is horrible how they are treating their customers, Duck River Electric wont accept and more applications from them. i don't feel that the equipment was installed properly and there might be a fire risk or permanently damaged equipment. I can not see paying this 56,500 cost over the years with out anything to show for it. I have called recently and their phones were disconnected, I heard from some of their employees that they are selling off everything and the few employees they have kept are working from home. I should of known that this was bad from the first call I made to them and they will not let you speak to a supervisor or anyone in charge. The Service / Install manager is never at work and cant accept calls to talk about issues with the system. the ladies in their accounting department wont ever return a call after you leave a message. the installers have missed 6-7 scheduled appointments that I took off work for and then show up on days I wasn't their because i didn't know they were coming. The bad part about this is I let them hurt my family with all this and I normally think I am a good judge of a businesses character being I am a disabled Army veteran. Please let me know if I can answer any more questions.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	many customer service people
When did you make contact?	many customer service people
Is there anyone else with firsthand knowledge of your complaint?	No

Name	
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Social Media
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0	



Date Submitted	2/5/2023 8:44 PM
Unique Id	1110000233

Complainant Name	Eileen Gail Maurice
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	808 Cedar Crest Drive
	Nashville, Tennessee 37209
Complainant County	Davidson
Complainant Phone	(615) 708-3407
Complainant Phone-Ext	
Complainant Email	emaurice95@gmail.com

Respondent Name	Solar Titan USA	
Respondent Country	United States	
Respondent Address	414 N Peters Road	
	Knoxville, Tennessee 37922	
Respondent County	Knox	
Respondent Phone	(865) 392-1036	
Respondent Phone Ext		
Respondent Email		

Incident Date	12/8/2021
In which state did your purchase/transaction take place?	Tennessee
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	Solar Titan USA takes advantage of you from the beginning of the sale to the very end where they install solar panels that do not work properly. First of all, they install a nonfunctioning product and then they start billing you for a product that is not working. Then you are billed for 6 to 7 months while still receive an entire electric bill. I notified Mosaic the finance company, but they continued to take the money out of my bank account. I told Mosaic that the solar panel were nonfunctioning therefore not fully installed.

	Finally, the solar panels are turned on, but when you receive your electric bill, it is almost the same as pervious bills. Solar Titan USA promised that my electric bill would only be government taxes.
Amount involved?	41,500.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	2021 December
Where	Internet - Website
What would you like the business to do?	I would like fully functioning solar panels with the promise my NES electric bill would only be government taxes. OR A complete refund on my solar panels with the roof and my house repaired to its former state.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Taylor and Torie
When did you make contact?	January 2022 Most of the time the company doesn't return your phone calls.
Is there anyone else with firsthand knowledge of your complaint?  Name	No
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program? Other	Radio TV/news story

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	2/5/2023 3:10 AM
Unique Id	1110000220

Complainant Name	Beverly Sherman Moon
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	363 Devon Way Road
	White Pine, Tennessee 37890
Complainant County	Jefferson
Complainant Phone	(865) 297-7105
Complainant Phone-Ext	
Complainant Email	moon2bead@gmail.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	414 N. Peters Road, Knoxville, TN 37922
	Knoxville, Tennessee 37922
Respondent County	Knox
Respondent Phone	865@3921036
Respondent Phone Ext	. 429
Respondent Email	qualityassurance@solartitanusa.com

Incident Date	8/25/2022
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	On 08/25/2022 I met with Craig Scheffler-Energy Consultant with Solar Titan USA. I signed a contract to begin the process of installing a solar power system in my home. When are you going to finish the job you started months ago? My panels were installed in Sept. 14-15, 2022 and one inspection completed. I do not have the date this was done as I didn't have to be present for this inspection. The 2nd inspection was started on Nov. 7 but never completed as they needed a ladder to inspect some connection on the roof. I have tried to call Solar Titan numerous times

Amount involved?	beginning in mid Nov after the second inspection was not completed. At first, I was told that it would be completed soon and I would be contacted with a date and time. But, there was no contact that next week so I called again and again I was told that they would be contacting me soon. and, I contacted them several more times leaving a message to call me back but never heard from anyone. By mid-Dec you could no longer even leave a message and a week later I saw on WBIR a report that they were laying off people and downsizing and interviews with several people who were very unhappy with Solar Titan So, I am now paying for a system that is not even working much less producing any energy. I cannot even get in touch with anyone from Solar Titan USA and really have no hope of ever getting the system hooked and producing power.
	Other
How did you pay?	
Was this product or service advertised?	Yes
When	Very Often for all of 2022
Where	TV
What would you like the business to do?	I would like to have a completed system that is actually producing solar power to provide electricity to my home. At this time I have little hope of this ever happening. I am making monthly payments on the system and I would like to discontinue these until the system is working. The payments are being made to Solar Mosaic, LLC 601 12th Street, Suite 325, Oakland, CA 74607 Emailsupport@joinmosaic.com and I have 2 phone numbers with the first one being the one that is used the most-855-746-7849 and 510-344-8321
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	

Have you contacted the business?	Yes
With whom did you speak?	A few times with Craig Scheffler at first right after installation of the panels. Then with whoever
When did you make contact?	Oct, I probably have contact ed or tried to contact Solar Titan at least 20 times in Nov/Dec of '22
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Gregg and Debbie Worley
Title	
Phone	(423) 748-0795
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Radio TV/news story
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	1
SubmittedFile_2023-02-05T09_10_36.0248809Z	



Date Submitted	2/4/2023 9:15 AM
Unique Id	1110000209

Complainant Name	James Mike Stroop
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	202 Griffin Acres
	Union Grove, Alabama 35175
Complainant County	
Complainant Phone	(256) 541-9276
Complainant Phone-Ext	
Complainant Email	jamesstroop@gmail.com

Respondent Name	Solar Titan	
Respondent Country	United States	
Respondent Address	414 N Peters Rd	
	Knoxville, Tennessee 37922	
Respondent County		
Respondent Phone	(865) 392-1036	
Respondent Phone Ext		
Respondent Email		

Incident Date	7/1/2022
In which state did your purchase/transaction take place?	Alabama
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	Solar titan promised a 50% reduction in my utility bill with the solar panels that I purchased along with Support and monitoring of the system. As part of the sign-up process, they offered a reimbursement for the first 18 months in the form of a check mailed to us. As of now, they are three months behind. I have not been able to contact them now for months they are not returning any calls, and I fear they are out of business. Not only have I not received my reimbursement checks, but the system is barely producing a quarter of my utility bill. During the

	sales process I was told if I wasn't anywhere near 50% that they would do what it would take an add more panels if needed to get me up to where I was at that point. as of now they are in breach of contract, the product is inferior to what I was told it would be. I am not receiving my reimbursement checks and I owe money to a finance company that I believe is involved as well mosaic financing.
Amount involved?	50,000.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	2022
Where	Internet
What would you like the business to do?	I would like to see them get the product to the capacity that I was promised when I purchased it I would like my entire reimbursement to be paid in full or I would like to have them remove this from my house replace any damage roofing and give me a full refund
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Dal Roaden
When did you make contact?	Dec 2022
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Letitia Stroop
Title	
Phone	(256) 426-3410
Email	diannestroop@hotmail.com
Have you or the business filed a lawsuit regarding this complaint?	No

How did you hear about the Division of	Internet search
Consumer Affairs complaint program?	
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	1
SubmittedFile_2023-02-04T15_15_39.4836648Z	



Date Submitted	2/3/2023 12:33 PM
Unique Id	1110000188

Complainant Name	Johnny Ray Lawson
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	Rooks branch road
	Keavy, Kentucky 40737
Complainant County	
Complainant Phone	(606) 909-2300
Complainant Phone-Ext	
Complainant Email	johnnylawson84@yahoo.com

Respondent Name	Solar titan USA
Respondent Country	United States
Respondent Address	414 north peters RD
	Knoxville, Tennessee 37930
Respondent County	Knox
Respondent Phone	1865 392 1036
Respondent Phone Ext	281
Respondent Email	customercare@solartitanusa.com

Incident Date	9/14/2022
In which state did your purchase/transaction take place?	Kentucky
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	I purchased solar panels September 14, 2022. It was supposed to have a promo deal with them paying the first six payments. They haven't paid any. Final inspection was never completed. Can't reach them by phone or email. They assured me that I would get a grant from the IRS. That is not true. It doesn't put out the kWh promised. Suppose to put out 6 and it's only producing 4.5.
Amount involved?	36.00
How did you pay?	Other

Was this product or service advertised?	Yes
When	August 2022
Where	Online
What would you like the business to do?	Refund and cancel financing
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	They wouldn't answer or return my call or emails.
When did you make contact?	Around 10-22
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Katrina T Edwards
Title	Friend
Phone	(606) 791-6180
Email	trinaed@att.net
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?  Other	Radio TV/news story
Outer	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0
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Date Submitted	2/2/2023 8:20 PM
Unique Id	1110000172

Complainant Name	Cornel Varnado Jr.
Age Range	30-39
Are you an active duty service member, military dependent, or retired from active duty military services?	Yes
Country of Residence	United States
Complainant Address	401 Ayden Ln
	Clarksville, Tennessee 37042
Complainant County	Montgomery
Complainant Phone	(323) 316-6864
Complainant Phone-Ext	
Complainant Email	tymonique12@gmail.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	414 N Peters Rd
	Knoxville, Tennessee 37922
Respondent County	
Respondent Phone	(865) 392-1036
Respondent Phone Ext	
Respondent Email	

Incident Date	8/21/2022
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	On August 21,2022 I signed a contract to have solar panels installed with the understanding I would received a \$17,000 tax rebate, working solar panels, and the first 12 months paid by solar titan signed a loan for \$59,500. The installation was done very fast, it was down hill from there on. After the first inspection with solar titan and the city, solar titan didn't show up to the agreed appointment. The city did their inspection there were some issues that needed to be fixed and reinspected. Solar titan eventually came back out to fix these issues and we were cleared by the

	city. On 12/27/2022 the inspection was cleared by the city and solar panels were ready to be commissioned. Unfortunately after many attempts to get a hold of solar titan to activate the panels there is no way to contact anyone from the company. None of the numbers work
	that are attached to the business. There is no other way to contact anyone. The beginning of January I contacted Dewayna Mickey on 931-254-6125, she is the sales rep from solar titan who came into our home initially to sell us the panels. She stated the business shut down and she had no idea what's going on and would have someone contact me by the end of the day. That never happened. Now I am stuck with solar panels that have never been activated and I'm paying a large monthly bill for solar panels, and still paying a large monthly bill for electricity. The point of the panels were to offset the cost of electricity, now I'm in a financial hardship with what seems like no way out. I did receive one check from solar titan in the month of November in the amount of \$281 which covers the cost of one month, even though I should've received a check of \$281 each month.
Amount involved?	59,500.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	08/01/2022
Where	Facebook
What would you like the business to do?	Activate the solar panels, pay the first 12 months or remove them and give me a full refund.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	

When did you make contact?	
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Tyisha Varnado
Title	
Phone	(310) 462-8947
Email	cvarnadojr@gmail.com
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Internet search
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	1
SubmittedFile_2023-02-03T02_20_34.4529782Z	



Date Submitted	2/1/2023 5:13 PM
Unique Id	1110000153

Complainant Name	Nola Flanary
Age Range	18-29
Are you an active duty service member, military dependent, or retired from active duty military services?	Yes
Country of Residence	United States
Complainant Address	442 S Johnson Rd
	Rogersville, Tennessee 37857
Complainant County	Hawkins
Complainant Phone	423-814-2008
Complainant Phone-Ext	
Complainant Email	nrallen97@gmail.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	414 N Peters rd
	Knoxville, Tennessee 37922
Respondent County	
Respondent Phone	(965) 392-1036
Decreased out Dhone Evet	
Respondent Phone Ext	
Respondent Email	

Incident Date	1/30/2023
In which state did your purchase/transaction take place?	Tennessee
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	We where guaranteed services we never received. Our solar panels do not work properly. We was not informed they where going under or closing the doors. Was not kept in contact with. I have called several times in the past 3 days. No answer. No call back.
Amount involved?	50,000.00
How did you pay?	Other
Was this product or service advertised?	Yes

When	
Where	
What would you like the business to do?	Collect their solar panels and back out of contract.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Noone no answer.
When did you make contact?	
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Evan Martin
Title	Loan officer at good leap finance
Phone	14794484223
Email	emartin@goodleap.com
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?  Other	Internet search

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0
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Date Submitted	2/1/2023 11:16 AM
Unique Id	1110000142

Complainant Name	Trang Salinas
Age Range	30-39
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	4104 Woodland Park Dr SW
	Atlanta, Georgia 30331
Complainant County	
Complainant Phone	(612) 991-4799
Complainant Phone-Ext	
Complainant Email	To4104Woodland@outlook.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	414 N Peters Rd
	Knoxville, Tennessee 37922
Respondent County	
Respondent Phone	
Respondent Phone Ext	8653921036
Respondent Email	customercare@solartitanusa.com

Incident Date	6/18/2022
In which state did your purchase/transaction take place?	Georgia
Category	33 - Products & Sales - Home Electronic/Office/Shopping/TV Sales
Give a complete statement of the facts, with dates	I am submitting a formal complaint for Solar Titan USA, 414 N Peters Rd, Knoxville, TN 37922. I signed a contract to install solar panels. Solar Titan took my loan disbursement of \$37,000 but have not installed the panels. Additionally, they have mismanaged project by delaying required aspects such as submitting permits in a timely fashion, responding to correspondence with the City of Atlanta, and keeping me updated on the project. I have provided a timeline below and bullet points of major issues. The outcome I want

	is to withdraw the contract, have the funds sent back to the loan servicing company, and reimburse my payments already made on the loan.
Amount involved?	37.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	Summer 2022
Where	YouTube
What would you like the business to do?	Give the money back to the servicing company. I have been paying on a loan with no product installed.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Multiple Managers
When did you make contact?	Multiple Times (Listed in Documentation)
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?  Other	Internet search

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	1
SubmittedFile_2023-02-	
01T17_16_30.9581301Z.pdf	



Date Submitted	1/31/2023 3:13 PM
Unique Id	1110000125

Complainant Name	Katelyn Engler
Age Range	30-39
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	122 Breckenridge Rd
	Tullahoma, Tennessee 37388
Complainant County	Coffee
Complainant Phone	(931) 996-9393
Complainant Phone-Ext	
Complainant Email	kmr_dme@aol.com

Respondent Name	Solar Titan	
Respondent Country	United States	
Respondent Address	414 N Peter's Rd	
	Knoxville, Tennessee 37922	
Respondent County		
Respondent Phone	1-800-392-1036	
Respondent Phone Ext		
Respondent Email		

Incident Date	1/31/2023
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	We had a meeting with solar titan the beginning of May 2022 to install solar panels. They were installed by the end of May 2022, but not functional. They continued to fail Solar Titan inspections. Our payments started in August 2022, the panels still not operational and they said they would pay the first month- they didn't. We have been texting them, calling, sending emails and they say we're currently waiting for a state inspection. The Last contact we had was they sent people end of Nov who says our system is ready, just waiting for inspection from the state

	which was set up for the 16th of December 2022, but to our knowledge, no one came. I just tried to email and call them 31 January 2023, but the line is disconnected and Google says they are 'permanently closed'. We took out a loan through Mosaic.
Amount involved?	42,500.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	April 2022
Where	Facebook
What would you like the business to do?	We would like to be reimbursed for the last 7 months of payments- including Feb 2023- for payments on the panels not running (\$1540) and them to pay until they are operational. We also would like them to email us a copy of contractwe never received it- and an extension on the 18 month down payment so we can pay with our 2024 tax return where we get the solar panel rebate.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	
When did you make contact?	No contact since December.
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Dustin Engler
Title	
Phone	(931) 797-7323
Email	thedustman1191@aol.com
Have you or the business filed a lawsuit regarding this complaint?	No

How did you hear about the Division of Consumer Affairs complaint program?	Other
Other	Solar Titan complaint article

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	1/31/2023 2:06 PM
Unique Id	1110000123

Complainant Name	Kimberly Spears
Age Range	40-49
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	3121 Lamura Lane
	Smyrna, Tennessee 37167
Complainant County	Rutherford
Complainant Phone	(615) 308-4940
Complainant Phone-Ext	
Complainant Email	misskimmy23@hotmail.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	414 N. Peters Rd
	Knoxville, Tennessee 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Phone Ext	
Respondent Email	

Incident Date	9/3/2022
In which state did your purchase/transaction take place?	Tennessee
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	I signed a contract for Solar Panels on home on 09/03/2022 and they were finally installed on 11/7/2022. I am not sure if permits were pull for this project. I know the Electrical Inspection passed the electrical but the Home Inspector failed us. It wasn't until 01/24/2023 that I found out that we failed. From the time of installation on 11/7/2022 we have been trying to get it turned on. Well as of today it still isn't turned on. We were also told by the inspector that we wouldn't pull hardly any electric from the panels.

	Maybe enough for our refrigerator. We were told it would power our house if the electric goes out. The inspector told us it won't. I have called many numbers trying to get in touch with someone from Solar Titan to know avail. We were also told we won't have to make payments for 6 months but we had to make our first payment in Dec 2023. The month after the installation. Then I find out that it was a reimbursement not a deferment. We have yet to received anything from Solar Titan. I have research online and now it says the company is permanently closed. I feel like I have been misled on this entire project.
Amount involved?	36,000.00
How did you pay?	Other
Was this product or service advertised?	No
When	
Where	
What would you like the business to do?	I would like the solar panels removed and the debt gone.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Caden (No Last name)
When did you make contact?	He contacted me on 01/24/2023 after I called the Finance company and told them I wasn't paying
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	
Phone	
Email	

Have you or the business filed a lawsuit	No
regarding this complaint?	
How did you hear about the Division of	Internet search
Consumer Affairs complaint program?	
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	1/31/2023 11:11 AM
Unique Id	1110000115

Complainant Name	Virginia May Dearing
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	401 Moser Lane
	Knoxville, Tennessee 37934
Complainant County	Knox
Complainant Phone	(865) 300-1016
Complainant Phone-Ext	
Complainant Email	poetallie@yahoo.com

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	POBox 30059
	Knoxville, Tennessee 37930
Respondent County	Knox
Respondent Phone	833 212 8715
Respondent Phone Ext	
Respondent Email	media@solartitanusa.com

Incident Date	1/10/2023
In which state did your purchase/transaction take place?	Tennessee
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	Contracted work 11/?/2021. Warrantee on Generac barrery portion of the solar system initiated 3/3/2022. LCUB had a rolling electricity outage in late 2022/early 2023, our solar battery did not come on as expected. We researched to discover that we were given false information about the Generac PWRcell Batteries. That is we were told that we were lead to believe the the batteries would work down to 2-3 degrees. In reality, they only work down to 41 degrees. We have done the following: 1. Contacted Solar

specifications meet the 41 degree limitation, not what Solar Titan told us verbally. They offered to help us find us another Solar installation company to help fix the problem, we would have to pay for this solution along with what we're paying to Solar Titan USA's financing partner, MOSAIC. 3. We have contacted MOSAIC about how we can stop the loan, at least until this issue is resolved; or whether we could work together and place all future payments into a joint escrow account until there is a resolution; or, since the are a partner with Solar Titan USA, we might can add them to this action suit. 4. We contacted our bank and the can set up the escrow. MOSAIC said that they "might" be willing to consider the escrow account option. 5. I contacted Sam Vanhooser, the Territory Sales Manager we worked with. He resigned from Solar Titan USA. He cited that he and several other sales employees resigned as well due to questionable business practices like this.  30.00  Other  Yes  September 2021  Indirectly, cold contact/leads
Fix or move the battery to a location that doesn't drop below 41 degrees. Remove entire system and refund appropriate amount
drop below 41 degrees. Remove entire system and refund appropriate amount.

Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Sending an email was my only option.
When did you make contact?	I sent the email 1/31/23 and I contacted Sam a few weeks ago.
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Word of mouth
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	1/30/2023 5:24 PM
Unique Id	1110000102

Complainant Name	Luis O Cordova
Age Range	40-49
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	271 County Road 850
	Etowah, Tennessee 37331
Complainant County	McMinn
Complainant Phone	(423) 241-1393
Complainant Phone-Ext	
Complainant Email	lcsegarra@gmail.com

Respondent Name	Solar Titan USA	
Respondent Country	United States	
Respondent Address	414 N Peters Rd	
	Knoxville, Tennessee 37922	
Respondent County		
Respondent Phone	(865) 392-1036	
Respondent Phone Ext		
Respondent Email		

Incident Date	4/26/2020
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	They install a solar system on my house on April of 2020. The system was supposed to reduce my electric bill significantly but it never happened. Im being trying to fix the problem with Solar Titan USA but they never fix anything. My electric bill are super high plus I have two loans for the solar system
Amount involved?	70.00
How did you pay?	Other
Was this product or service advertised?	No

When	
Where	
What would you like the business to do?	I need them to fix solar system so my electric bills can be lower like they promised . If they can't solve the problem I would like reimburse so I can pay the loans
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Technical Support Team among others
When did you make contact?	Since May 2020 to the present day
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Social Media
Other	

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



Date Submitted	1/30/2023 10:38 AM
Unique Id	1110000084

Complainant Name	Timothy A JAGER
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	2701 anes station rd
	Lewisburg, Tennessee 37091
Complainant County	Marshall
Complainant Phone	(931) 447-1599
Complainant Phone-Ext	
Complainant Email	tbhj@sbcglobal.net

Respondent Name	Solar titan usa	
Respondent Country	United States	
Respondent Address	414 north Peters rd	
	Knoxville, Tennessee 37922	
Respondent County	Knox	
Respondent Phone	(865) 392-1036	
Respondent Phone Ext		
Respondent Email		

Incident Date	5/20/2022
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	We were miss led from time of purchase. At time of purchase it was agreed that we would receive 1 yr of payments. Install was done in August. Our first payment was in October and we have yet to receive anything from. Solar Titan. We have contacted them numerous times only to be told they are working on it. System failed inspection, and is still not working.
Amount involved?	47,500.00
How did you pay?	Other

Was this product or service advertised?	No
When	
Where	
What would you like the business to do?	They need to refund us for the entire amount.
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	No one answered
When did you make contact?	
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Other
Other	We saw that other complaints have been brought up on this company

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

How Many Files	0



# **Complaint Form**

Date Submitted	1/27/2023 8:50 AM
Unique Id	1110000024

### **Complainant Information**

Complainant Name	Curtis Arledge
Age Range	30-39
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	1227 Mississippi Ave
	Chattanooga, Tennessee 37405
Complainant County	Hamilton
Complainant Phone	(828) 231-1753
Complainant Phone-Ext	
Complainant Email	cparledge@gmail.com

# **Respondent Information**

Respondent Name	Solar Titan USA	
Respondent Country	United States	
Respondent Address	414 N Peters Rd	
	Knoxville, Tennessee 37922	
Respondent County		
Respondent Phone	(865) 392-1036	
Respondent Phone Ext		
Respondent Email		

Incident Date	8/9/2022
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	I signed a contract with Solar Titan USA in August 2022 for a SolarEdge solar panel system (15 panels plus a battery) on my home in Chattanooga. The system was installed on October 3, 2022 and commissioned on November 30, 2022. To the best of my knowledge, the system is currently producing electricity, but Solar Titan has incorrectly configured reporting (as viewed from the SolarEdge iPhone app) so I have no way of knowing how much electricity is being produced. Repeated requests to resolve this issue have gone unanswered or ignored.

	Solar Titan's phone line seems to have been
	disconnected. Furthermore, according to our
	agreement, Solar Titan USA agreed to reimburse
	me for loan payments for the first 12 months of
	the loan. I have by now made three payments of
	\$319.84 to the loan servicer (currently Kitsap
	Credit Union) and have received no
	reimbursement from Solar Titan. In addition, I
	believe that the salespeople misrepresented the
	true cost savings of a solar system. In particular, they claimed that our monthly utility bill from our
	current electric utility (EPB) would be reduced to
	almost zero ("You will only have to pay EPB a
	meter fee"). Cold and rainy days in December
	have immediately disproved this claim, as our
	regular utility bill was still very high. In particular,
	our system's backup battery depletes from full in
	a matter of hours, leaving us reliant on EPB for
	the vast majority of the non-daylight hours.
	Finally, the quality of customer support has been
	poor and required constant proactive effort to
	receive any action. Open issues frequently go unresolved and forgotten. Solar Titan support
	technicians have come to my home to
	troubleshoot problems about four times for
	different issues, and each visit seems to create a
	new problem that then needs to be fixed. Most
	egregiously, the system installation caused major
	problems with my fiber internet that eventually
	had to be resolved by EPB. I work from home and
A	this affected by livelihood.
Amount involved? How did you pay?	53,500.00 Other
, 1,	
Was this product or service advertised?	Yes
When	Summer 2022
Where	Youtube Ads
What would you like the business to do?	Remove the solar panels entirely, refund loan
	payments already made, and terminate the loan
	at no penalty to my credit.
Is this an Automobile Complaint?	No
Year	

Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	Business has been unreachable for about a month. Phone has been disconnected.
When did you make contact?	
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Lauren Arledge
Title	spouse
Phone	(828) 273-0366
Email	lbhabeni@gmail.com
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Radio TV/news story
Other	

### Attestation

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

### **Attachments**

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How Many Files	0



# **Complaint Form**

Date Submitted	1/26/2023 6:16 PM
Unique Id	1110000012

### **Complainant Information**

Complainant Name	Jonny Delmar Olson Jr.
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	628 Lebanon rd ne
	Cleveland, Tennessee 37323
Complainant County	Bradley
Complainant Phone	423-240-5785
Complainant Phone-Ext	
Complainant Email	tweekemon64@outlook.com

# **Respondent Information**

Respondent Name	Solar Titan Usa
Respondent Country	United States
Respondent Address	414 N Peter's Rd
	Knoxville, Tennessee 37922
Respondent County	Knox
Respondent Phone	865-392-1036
Respondent Phone Ext	
Respondent Email	support@solartitanusa.com

Incident Date	6/22/2023
In which state did your purchase/transaction take place?	Tennessee
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	Purchased solar, got it installed, finally got it approved and working after numerous calls and complaints about it not working properly around November 2nd, they informed me the battery pack has been determined to be the problem and that the manufacturer has approved it to be replaced and would schedule an appointment for replacement. This was the last I've heard from them. I have been unable to contact them since. They do not respond to emails, their phone numbers have been disconnected and I'm stuck

	with a dollar system that doesn't work properly and having to make payments on it
Amount involved?	37.50
How did you pay?	Other
Was this product or service advertised?	Yes
When	June 2023
Where	Online
What would you like the business to do?	Fix it or remove it. If removed they can pay back the finance company that had already paid them for their services
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	No
With whom did you speak?	
When did you make contact?	
Is there anyone else with firsthand knowledge of your complaint?	No
Name	
Title	
Phone	
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Other
Other	Sent a complaint to AG and they transferred me

### Attestation

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

### **Attachments**

How Many Files	0



January 25, 2023 6:00 pm Chrome 108.0.0.0 / OS X 1061522586

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Ginger Kay Miller Miller
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	408 Lakeview Rd Gallatin, TN 37066
Complainant Phone	(912) 230-2636
Complainant Email	gkmiller23@gmail.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	414 N Peters Rd Knoxville, TN 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	customercare@solartitanusa.com

#### **About the Incident**

**Incident Date** 

Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	We have entered a contract with Solar Titan USA on August, 16 2022. We were told that our solar panels would be up and running in four weeks. We obtained a loan with Mosaic Finance Solutions for \$71,500 with an understanding of paying back our tax credit that we would have received from the federal government which would pay \$21,450 off the of balance for a total of \$50,050 paid in total. We pay \$355.04 per month. Solar Titan USA told me they would pay the \$355.04 for the first twelve months. I would pay it and they would reimburse me. I have now been paying for a product I have not received for three months. Solar Titan USA's phone number is now disconnected. Every single person that I have had any communication with have also had their numbers disconnected and will not return any of my emails. I am now left paying monthly for a product that I do not have and the company has completely cut ties with me. I have tried to cancel my loan through Mosaic, but Solar Titan USA has to agree to this because they have already received the loan money from Mosaic. According to Mosaic, Solar Titan USA responded to them by saying the project is still moving forward and declined my ability to cancel my loan.

Please help me. I have no idea what to do next, but this is a breach of contract, and this is putting a lot of undue stress on me and my marriage.

Jan 25, 2023

Amount involved?	71500.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	They are on the internet if you search for solar companies
Where	Google
What would you like the business to do?	Cancel my contract effective immediately, and reimburse my payments that I have made so far towards this loan. I have no trust in this company. It is a complete sham.
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	I should say, I have attempted to contact them by email, phone, text.  Nobody responded and now every phone number I have is disconnected from all parties.
When did you make contact?	I emailed, but no response. No phone numbers are working.

Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Internet search
Attachments	
How many files are you uploading?	3
File #1	https://stateoftennessee.formstack.com/admin/download/file/14065049455
Supporting text about the file#1	Mosaic Loan Document
File #2	https://stateoftennessee.formstack.com/admin/download/file/14065049457
Supporting text about the file#2	Contract with Solar Titan USA includes my 12 month reimbursement
File #3	https://stateoftennessee.formstack.com/admin/download/file/14065049459
Supporting text about the file#3	Email from a salesman trying to move my loan from Mosaic to another Loan company.
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



# **Complaint Form**

Date Submitted	1/26/2023 3:40 PM
Unique Id	1110000006

### **Complainant Information**

Complainant Name	Meriaka A Moore
Age Range	40-49
Are you an active duty service member, military dependent, or retired from active duty military services?	No
Country of Residence	United States
Complainant Address	5368 Spring Place Road
	Cleveland, Tennessee 37323
Complainant County	Bradley
Complainant Phone	(423) 619-1071
Complainant Phone-Ext	
Complainant Email	meriakamoore@hotmail.com

# **Respondent Information**

Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address	414 N Peters RD
	Knoxville, Tennessee 37323
Respondent County	
Respondent Phone	(865) 392-1036
Respondent Phone Ext	
Respondent Email	customercar@solartitanusa.com

Incident Date	9/26/2022
In which state did your purchase/transaction take place?	Tennessee
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	Solar Titan installed the system in one day. Said it was doing well the battery isn't functioning right and I don't even know if it's working correctly. They promised me a check for 239 dollars for my first 15 months and a 90-day waiting period. I have only received 1 check. I have called numerous times trying to get them to explain the app. I had to go through numerous inspections cause it wasnt right. The electrician didnt have a license.
Amount involved?	41,500.00

How did you pay?	Other
Was this product or service advertised?	Yes
When	Last year JUly and aug.
Where	online
What would you like the business to do?	Take them back and fix my house or let me out so I can use the tax credit to get someone out here to evulate
Is this an Automobile Complaint?	No
Year	
Make	
Model	
VIN	
Have you contacted the business?	Yes
With whom did you speak?	noone they never return the call or email.
When did you make contact?	I started reaching out in december and been trying periodically since.
Is there anyone else with firsthand knowledge of your complaint?	Yes
Name	Nikole A Moore
Title	My sister
Phone	(423) 3106335
Email	
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Internet search
Other	

## Attestation

Attestation	By submitting this complaint, I hereby attest
	to the accuracy or truthfulness of the content.

### **Attachments**

How Many Files	0



January 25, 2023 11:24 am Chrome 108.0.5359.125 / Windows 1061353827

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Charles Clabbers
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	357 Besstown Rd Beersheba Springs, TN 37305
Complainant Phone	(931) 692-2200
Complainant Email	clabbers2@blomand.net
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	414 N Peters Rd. Knoxville, TN 37922
Respondent Phone	(865) 392-1036
About the Incident	
Incident Date	Oct 10, 2022
Category	33 - Products & Sales - Home Electronic/Office/Shopping/TV Sales

Give a complete statement of the facts, with dates	On 10/10/22 a sales rep Dewayna Mickey came to our home and sold us a solar system that was supposed to produce 4kw of electricity. On 11/1/22 a crew showed up and installed some solar panels facing the wrong direction. I contacted the company immediately and was told someone would get back to me that day(no one ever did). On11/9/22 another crew showed up and trenched through the yard, driveway, and side walk to put in wiring. This trench has never been filled in. On 12/14/22 the electrical inspector came to inspect the installation and failed it. On 12/16/22 a crew showed up to fix the wiring but would not backfill the trench. On 12/20/22 An other man came by and said he was there to commission the system then said he couldn't because it was built wrong and left. No one is answering the phones and I found out that they had FIRED all employees on 12/29/22.
Amount involved?	24000.00
How did you pay?	Credit card
Was this product or service advertised?	Yes
When	!0/5/22
Where	on line
What would you like the business to do?	Fix This Mess
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	No Responce
When did you make contact?	11/2/22 1/3/23
Is there anyone else with firsthand knowledge of your complaint?	Yes
Enter their name	Dewayna MicKay
Job Title	Sales
Phone	(931) 254-6125

# How did you hear about the Division of Consumer Affairs complaint program?

regarding this complaint?

Have you or the business filed a lawsuit No

Internet search

#### **Attachments**

How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness

of the content.



January 25, 2023 11:14 am Chrome Mobile 109.0.0.0 / Android 1061348235

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Tiffany WEST
Age Range	30-39
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	1727 Piney Grove Rd Nancy, KY 42544-9048
Complainant Phone	(606) 219-1892
Complainant Email	tmay3099@gmail.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	414 North Peter's rd Knoxville, TN 379222 Unknown, TN 37922
Respondent County	Knox
About the Incident	
Incident Date	Mar 25, 2022

Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	We signed to have our panels put in March 2022. We did not receive panels until July 2022. The panels were not hooked up until September 2022. The panels are installed but not working correctly. Including our loan for panels from Solar Titan USA We are paying around 500-600 usd every month for electric service.
Amount involved?	40000.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	March 2022
Where	Online
What would you like the business to do?	Refund my loan amount plus damages or install properly working units.
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	Don't remember
When did you make contact?	June2022 August2022 October 2022
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Internet search
Attachments	
How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 25, 2023 8:42 am Chrome 109.0.0.0 / Windows 1061275404

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Eric DeLeeuw
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	1101 Cherrywood Ct. Lagrange, KY 40031
Complainant Phone	(502) 551-2047
Complainant Email	eric.deleeuw@hotmail.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	414 N Peters Rd. Knoxville, TN 37922
Respondent Phone	(865) 392-1036
About the Incident	
Incident Date	Jan 25, 2023
Category	40 - Utilities: Gas/Water/Sewer/Electricity

Give a complete statement of the facts, with dates	We bought and had solar panels installed on our house from Solar Titan. With the panels we bought we were told it would reduce our electric bill by more than half. In the last 2 years we've had the panels we have not noticed any change in our electric bill. I thought there might be a problem with the panels so I tried calling Solar Titan on January 24, 2023 and the phone number did not work. After doing a little research I found out that the company may have gone out of business. Now I am stuck with what I think is a defective solar panel system with no way to get service. We paid close to
Amount involved?	18000.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	2021
Where	Internet
What would you like the business to do?	Fix my panels or remove the panels and give me a refund
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	No working phone number
When did you make contact?	tried calling on January 24, 2023
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Radio/TV/news story
Attachments	
How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 24, 2023 3:14 pm Chrome 109.0.0.0 / Windows 1061033737

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Sharon H Gibbs Gibbs
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	14 County House Circle Carthage, TN 37030
Complainant Phone	(615) 554-8857
Complainant Email	sgibbs2499@gmail.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	414 N Peters Road Knoxville, TN 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	customercare@solartitanusa.com

Incident Date	Jan 24, 2023
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	11/2020 solar panel installation started. Many months of issues, etc., Final installation was in April 2021. To-date the panels are not working. We have been round and round with solar company to get these working. Local utility company said they see they are on and storing power, but we aren't able to use it. We were told that solar company needed to do something on their end so that it can be utilized.
Amount involved?	51000.00
How did you pay?	Other
Was this product or service advertised?	No
What would you like the business to do?	Get our panels working or take them out and refund us the money put into it so far.
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	staff
When did you make contact?	2020, 2021, 2022 (many, many times)
Is there anyone else with firsthand knowledge of your complaint?	Yes
Enter their name	Jon E Gibbs
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Internet search
Attachments	
How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness



January 24, 2023 1:06 pm Chrome 109.0.0.0 / Windows 1060968621

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Ray Krone
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military service?	Yes
Country of Residence	United States
Complainant Address - United States	420 Cherry Hill Road Newport, TN 37821 Newport, TN 37821
Complainant Phone	(717) 515-0468
Complainant Email	cnaill59@gmail.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	11205 Outlet Drive Knoxville, TN 37932
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	info@solartitanusa.com

About the Incident	
Incident Date	Jan 24, 2023
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	We purchased a 4 KW PV system from Solar Titan USA on 10/18/21 for \$33,500.00. We paid a deposit at the time of signing in the amount of \$16,750.00 and the balance on 12/10/21 at the time installation began. Our electric provider, Newport Utilities, was contacted on 10/29/2021 regarding the installation of solar panels at our property. The panels and box were installed over a two-day period.
	On 09/11/22, our system showed a message "Error Detected on PV Link S2505". The system was no longer generating/saving solar power as intended/advertised. We contacted Solar Titan and were told a technician would be scheduled to come out. That didn't happen until 10/11/22, when we were told that the error message was a result of a broken clip on a panel, and the clips were on back order. I confirmed with the technician that although a replacement clip wasn't available to repair a system that had already been paid for, the company was completing new installations which meant that clips were available for new customers.
	On or about 10/24/22, we received a notice from Newport Utilities (our electric provider) that the required inspection on the solar installation hadn been completed and that the system would be taken off grid unless inspection was performed by 10/31/22. The preliminary inspections were performed on 02/07/22 and 03/16/22 but Solar Titan didn't schedule the final inspection as they were supposed to do.
	On 11/22/22, a technician replaced the faulty clip on our panel.
	On 12/19/22, we noticed that the battery was storing solar power, but the system was not using it nor was it being transferred to Newport Utilities for purchase. We called Solar Titan on 12/19/22, 12/20/22, 01/13/23, and every day since then, we have left messages on Titan Solar's voicemail and as of today (January 24, 2023) we have yet to receive a return call.
Amount involved?	33500.00
How did you pay?	Check
Was this product or service advertised?	Yes

Constantly

TV and online

When

Where

What would you like the business to do?	Repair the system at no cost to us or refund our money
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	Receptionist until calls started going straight to voicemail
When did you make contact?	It's been over six weeks since I was able to speak with a live person
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Internet search
Attachments	
How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 24, 2023 12:42 pm Chrome 108.0.0.0 / Windows 1060956617

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	jamez Mcginnis
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	480 county road 172 athens, TN 37303
Complainant Phone	(813) 220-4640
Complainant Email	speedrcrfl@aol.com
Respondent Information	
Respondent Name	solar titan
Respondent Country	United States
Respondent Address - United States	414 n peters rd knoxville, TN 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	customercare@solartitanusa.com

### **About the Incident**

Incident Date	Jun 24, 2022
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	contracted with solar titan on january 2022 to have solar system installed . they installed panels on roof in february of 2022 and was funded by solar mosiac without any electrical devices installed . they started taking payments out of my accound in may of 2022 when system was still not installed or wired up . they are not answering the phone now and i still have a non functioning system and mosiac seems to not be willing to do anything about this . Funds should not have been disbursed without me signing off on the project
Amount involved?	70000.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	january 2022
Where	facebook
What would you like the business to do?	complete the project and pass all the necessary inspections and refund the money i have had to pay with system not working
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	their phones are not working
Is there anyone else with firsthand knowledge of your complaint?	Yes
Enter their name	gracie
Job Title	customer care
Phone	(865) 255-6908
Email	customercare@solartitanusa.com
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Social media

#### **Attachments**

How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 24, 2023 7:32 am Chrome Mobile 109.0.0.0 / Android 1060807407

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Jonny D Olson Jr
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	628 Lebanon rd ne Cleveland, TN 37323
Complainant Phone	(423) 240-5785
Complainant Email	tweekemon64@outlook.com
Respondent Information	
Respondent Name	Solar Titan
Respondent Country	United States
Respondent Address - United States	11205 outlet dr Knoxville, TN 37932
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	info@solartitanusa.com

Jan 24, 2023
35 - Home Improvements/Home Repair/Home Warranties
Solar installed, there is a problem had never worked properly and they have disappeared and not repaired it I'm paying on a system that doesn't work properly
37500.00
Other
Yes
6-20-2022
Online
Fix it or remove it and refund my money
No
No
No
No
Word of mouth
0
By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 23, 2023 10:55 am Chrome 109.0.0.0 / Windows 1060441029

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Anthony Lyle Davis Davis
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	4388 Highway 81 S Erwin, TN 37650-3041
Complainant Phone	(423) 791-3442
Complainant Email	toney_davis76@yahoo.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	414 N Peters Rd. Knoxville , TN 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	customercare@solartitanusa.com

7 to out the moratin	
Incident Date	Oct 09, 2022
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	Solar Titans sold and had installed a 9KW 23 panel with battery back up system to us in fall of 2022. We were lead to think the system would cover 90% of our household power needs and any access would be pushed into the grid from which we would be compensated. As from what we can tell the system has never functioned properly. We have reach out to Solar Titans for weeks via phone and email, No response. We financed a \$71,500.00 loan to purches this system. Currently we are paying the loan and a full electric bill
Amount involved?	71500.00
How did you pay?	Other
Was this product or service advertised?	Yes
Where	internet
What would you like the business to do?	We would want Solar Titans to fix the system. Which means the system should function properly and produce electric power for our house as intended.
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	Cheyenne , with customer service
When did you make contact?	12/14/22, 12/15/22
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	N/A
Attachments	
How many files are you uploading?	0
Attestation	



January 22, 2023 1:16 pm Chrome 109.0.0.0 / Windows 1060123359

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	David R RICHARDS
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	178 w. meeting st. Dandridge, TN 37725
Complainant Phone	(865) 566-3890
Complainant Email	southgate865@outlook.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	11205 Outlet Dr. knoxville, TN 37932
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	info@solartitanusa.com

Incident Date	Jan 22, 2023
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	oct 14, 2021 i met with sales reps from solar titan. Jonathan Russell and Mike who was shadowing Jonathan. they were very pleasant, explained how the system worked, gave me two options for mu home. Said solar titan employed many veterans. They said the whole system would be up and complete in 4 months. discussed payment options, but talked very highly about Mosaic. said i would have no payments until my system was 100% complete. I purchased a 6 kw system. nov 21, 2021they installed the panels. They were very polite and neat. Called their office talked to customer service and requested a copy of my contract, was told they would pass it on. jan 2022 they came with electrical panels installed them and the head tech David, ran a check and noticed a couple of issues with panels. He said a roof crew would be coming out to take care of the problem.  7 days later a crew came and reset all the panels, they ran a system check and sald alwas good feb 2022 State Electrical inspector reviewed the system and passed it. mar 21 2022 talked with Zack to set a time to turn the system on. 2or3 days later they came and had TVA watch as they fired up the system. may 23 2022 a crew came out and chaged the snap connectos.  7 times i requested a copy of the contract, Each time they sent it in an email the pdf would open and said "about blank".  I also was making payments since january. Mosaic said they had been told the system was complete in December.  people i talked with at SolarTitan: Dale Roden 2 X, Zack,2X Jamie 2X. Customer servic: Phylis, Connie, Jennifer, Katelyn, Vickey _ all said they would pass on my concerns and question to the proper person and that they would contact me. Rarely did I here back.
A	My system is still not complete and now Solar Titan is closed.
Amount involved?	47500.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	daily
Where	facebook
What would you like the business to do?	complete the job and personally walk me through it. also to reimbursed me for the payments I have made.

Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	voice mail
When did you make contact?	2 to 3 times a week since april
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Word of mouth
Attachments	
How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 22, 2023 12:04 pm Mobile Safari / iOS 1060109466

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	James R Sexton Sr
Age Range	40-49
Are you an active duty service member, military dependent, or retired from active duty military service?	Yes
Country of Residence	United States
Complainant Address - United States	452 Honeycutt Rd 452 Honeycutt Rd 452 Honeycutt Rd, TN 37841
Complainant Phone	(614) 535-8994
Complainant Email	jrs069@yahoo.com
Respondent Information	
Respondent Name	Solar Titian USA
Respondent Country	United States
Respondent Address - United States	414 North Peters Rd 11205 Outlet Dr 414 North Peters Rd, TN 37932
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Ph Extension	1

About	the	Incident
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ncident Date	Oct 18, 2021
Category	40 - Utilities: Gas/Water/Sewer/Electricity
Give a complete statement of the facts, with dates	had solar pannels installed and have had nothing but issues since they were installed. They have not worked properly since installed and when trying to contact company cant get any customer service to get service fixed. They have many people online that have filed complaints since i got mine installed.
Amount involved?	43000.00
low did you pay?	Cash
Was this product or service advertised?	No
What would you like the business to do?	fix their system and return phone calls to fix the system that isnt working
s this an Automobile Complaint?	No
Have you contacted the business?	No
s there anyone else with firsthand mowledge of your complaint?	Yes
Enter their name	Benny Sexton
lob Title	father
Phone	(423) 663-9744
Email	zippo1615@gmail.com
Have you or the business filed a lawsuit egarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	N/A
Attachments	
low many files are you uploading?	0



January 20, 2023 7:35 pm Chrome 109.0.0.0 / Windows 1059729903

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Ericka Coronado
Age Range	30-39
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	736 Clear Circle Smyrna, TN 37167
Complainant Phone	(615) 457-9707
Complainant Email	erickacoronado7@gmail.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	414 N Peters Rd. Knoxville , TN 37922
Respondent Phone	(865) 392-1036
Respondent Email	salesforce@solartitanusa.com
About the Incident	
Incident Date	Jan 20, 2023

# Give a complete statement of the facts, with dates

On 4/24/2022, we signed an installation agreement with Solar Titan USA for a 4 KW PV System with a 9 kWh battery. They came and installed our equipment fairly quick. In July of 2022, the loan company used, Mosaic, started taking out payments for the loan. The solar system was not working at all. We continues to call Solar Titan and they got people to come out and work on the system. We finally had our first inspection the beginning of October and it failed. They then came out on 10/27 and it failed once again for circuits being over fused. I called Titan solar once again and I pushed them on fixing the issue. They came out and "fixed the issue" only to fail another inspection on 12/8/22. This time it failed because the 2 kitchen small appliance circuits were not 20 amps. I have since then contacted Solar Titan via phone call and e-mail with no response. On 12/28/22, I did receive a text saying "Let me check" and never heard anything again. I have called multiple times this week and left a voicemail and then called again and it said the number couldn't be reached. Mosaic, the loan company is still requiring payment even though the system is not up and running. I have all of this on my credit and no working solar system. I have currently seen news articles for TN, KY and AL in regards to this company. I would be content with the loan being dropped. This has been a complete headache.

Amount involved?	37500.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	March 2022
Where	facebook
What would you like the business to do?	If they are not connecting it, they need to drop my loan. If they are wanting their equipment back, then they will have to pay for my roofing and siding. If not, they need to fix the issues with the system. I don't mind paying for something that works.
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	Amy, Kristina, Brittany
When did you make contact?	the last contact made with a person was 12/28
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No

# How did you hear about the Division of Internet search **Consumer Affairs complaint program?**

Atta	chm	ents
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Attachments	
How many files are you uploading?	3
File #1	https://stateoftennessee.formstack.com/admin/download/file/14041148031
Supporting text about the file#1	Installation Agreement
File #2	https://stateoftennessee.formstack.com/admin/download/file/14041148033
Supporting text about the file#2	Failed Inspection
File #3	https://stateoftennessee.formstack.com/admin/download/file/14041148035
Supporting text about the file#3	Failed Inspection
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 20, 2023 6:07 pm Chrome 108.0.0.0 / OS X 1059712629

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	TARA WHITLOW
Age Range	40-49
Are you an active duty service member, military dependent, or retired from active duty military service?	Yes
Country of Residence	United States
Complainant Address - United States	521 OLD STATE HWY 28 CROSSVILLE, TN 38555
Complainant Phone	(707) 430-7377
Complainant Email	dogtrng@gmail.com
Respondent Information	
Respondent Name	SOLAR TITAN USA/NEW HORIZON BENEFITS
Respondent Country	United States
Respondent Address - United States	414 NORTH PETERS RD KNOXVILLE, TN 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	media@solartitanusa.com

Incident Date	Mar 01, 2022
Category	35 - Home Improvements/Home Repair/Home Warranties

Give a complete statement of the facts, with dates

I am contacting the TN State Attorney regarding breach of contract between myself and Solar Titan USA/New Horizon Benefits. The company rep told me the panels on my roof would be coming from a German company, yet the panels installed are from a Chinese company (I have an email from the sales rep discussing the "german" panels). They also did not have my system working in the time frame they said that they would and I was paying for the system despite it not providing the services promised. Solar Titan reps would sometimes not even show up when they were scheduled to show and often times when they did show up their teams did not know why they were at my home, I would have to tell them. The company came across as completely incompetent throughout the entire installation process. They failed inspection the first time after they finally completed the install. When they did final have my system pass install, they did not get it coordinated with my local electric cooperative (VEC) and it took even longer to get online. After it came online I have seen very little change in my electric bill despite promises that I would see major benefits. I have spoken to another generac approved solar rep in my area (they were not here when I originally was looking for a solar installation company) and he said that the system Solar Titan put on my roof was not able to do what they had promised me. My Generac backup batteries and system have app you can use to monitor your system remotely. Solar Titan set this remote app monitoring with a router and a Verizon internet account. I do not have access to this account because it is through Solar Titan USA/New Horizon Benefits. it appears the Verizon account is no longer in service and no one from Solar Titan USA answers their phone or responds to emails that I have sent. Generac cannot help me with the system because of without the internet they are unable to look at my system remotely. I was told by the local Generac rep that if I Generac cannot see my system remotely with the app then it voids the warranty and Generacs responsibility for their products in my system. Lastly, I have an area on my roof that has started leaking after the Solar Titan reps came to my home to replace parts on the panels shortly after the system going online. There were 4 HUGE men, not being very careful moving the panels around. You can visibly see on my shingles the paths they created walking on my roof. I paid half of the system upfront with a check and paid the rest of the system off to Mosaic once it went online.

Amount involved?	50000.00
How did you pay?	Check

Was this product or service advertised?	Yes	
When	2022	
Where	Online	
What would you like the business to do?	To fix my roof and give the support for the system that I was promised If they cant provide these, then I would like to be financially compensated to remedy the issues. I also would not mind getting a partial reimbursement for the lies they told, incompetence, and stress they have caused the last several months. I truly regret going with Solar Titan USA/New Horizon Benefits for my system.	
	I have not filed a lawsuit as of yet. I am shopping for an attorney at this time. Do you suggest any law firms for this case?	
Is this an Automobile Complaint?	No	
Have you contacted the business?	Yes	
With whom did you speak?	Dale Roden and other people	
When did you make contact?	Multiple times this last year. I have emails and texts.	
Is there anyone else with firsthand knowledge of your complaint?	No	
Have you or the business filed a lawsuit regarding this complaint?	. No	
How did you hear about the Division of Consumer Affairs complaint program?	Internet search	
Attachments		
How many files are you uploading?	5	
File #1	https://stateoftennessee.formstack.com/admin/download/file/14040902946	
Supporting text about the file#1	Failed Inspection	
File #2	https://stateoftennessee.formstack.com/admin/download/file/14040902948	
Supporting text about the file#2	Lied about installing a German companies panels vs the Chinese panels that are on my roof	
File #3	https://stateoftennessee.formstack.com/admin/download/file/14040902950	

Supporting text about the file#3	Mosaic contacting me because they wanted me to start paying for the system to see if it was online
File #4	https://stateoftennessee.formstack.com/admin/download/file/14040902952
Supporting text about the file#4	me providing ST with the inspection once it finally passed, they didnt have it. Incompetence.
File #5	https://stateoftennessee.formstack.com/admin/download/file/14040902954
Supporting text about the file#5	email sent to me by ST after I asked them about who was responsible for the verizon acct that controls my generac app weeks ago. They had no idea, but they are the ones that set it up. Generac has no idea. Now the verizon acct is not working.
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 20, 2023 4:47 pm Chrome 109.0.0.0 / Windows 1059692697

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Linda Osipchuk Osipchuk
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	506 BARTON SHORE CT Lebanon, TN 37087
Complainant Phone	(615) 686-7003
Complainant Email	losipchuk@gmail.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	11205 Outlet Drive Knoxville, TN 37932
Respondent County	Knox
Respondent Phone	(865) 392-1036
Respondent Email	salesforce@solartitanusa.com

Incident Date	Jan 20, 2022
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	1/11/2022 My husband and I signed an agreement with Solar Titan USA out of Knoxville TN to install solar panels and battery at our residence in Lebanon TN. The panels were installed very quickly but the system has not worked for more then a couple of weeks at best. I have a detailed list of calls etc. The issue is I've learned through my own investigation that they knowingly installed products on our house that are faulty to just get it up and running so they could get it commissioned and get payment from our loan company that they recommend Mosacic. In 2022 we had one of their work crews at our house some times 2 times a month coming for just 15-30 minutes and leaving getting the system up that would fail in just a couple of days at the Snaps overheated and we'd get a warning light and be back to square one. We would call them and they'd schedule another crew in a week or two. Back and forth for a year. Meanwhile we've been paying huge electric bills and our loan on the system. Now that company phone is disconnted and when i called the manufactor of the system they said we could call another contactor but if it wasn't a manufacor issue we'd

have to pay them. \$47,500 for this. We just want a system that safely works or to be released from this loan. They can take all the equipment

and return our roof back to they way it was before they came.

Amount involved?	47500.00
How did you pay?	Other
Was this product or service advertised?	No
What would you like the business to do?	We just want a system that safely works or to be released from this loan.  They can take all the equipment and return our roof back to they way it was before they came.
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	I have a list i will be happy to send you / their phones are not longer up and running
When did you make contact?	last try was 01/09/2023
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No

How did you hear about the Division o	f
Consumer Affairs complaint program?	>

Radio/TV/news story

Atta	chm	ents
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Attachinents	
How many files are you uploading?	3
File #1	https://stateoftennessee.formstack.com/admin/download/file/14040609434
Supporting text about the file#1	Notes of all my calls to Solar Titan
File #2	https://stateoftennessee.formstack.com/admin/download/file/14040609436
Supporting text about the file#2	Our Installation Agreement
File #3	https://stateoftennessee.formstack.com/admin/download/file/14040609438
Supporting text about the file#3	Our Loan Agreement
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 20, 2023 1:21 pm Chrome 109.0.0.0 / Linux 1059615016

Consumer Complaint Process - Acknowledgement		
Acknowledge		
Tonya Lynell Rock		
30-39		
No		
United States		
146 harness hollow In Briceville, TN 37710		
(865) 297-2193		
rasberryskies1220@gmail.com		
Solar Titan Usa		
United States		
414 N Peters Rd knoxville, TN 37912		
Knox		
(865) 392-1036		
media@solartitanusa.com		

Incident Date	Jan 20, 2023	
Category	40 - Utilities: Gas/Water/Sewer/Electricity	
Give a complete statement of the facts, with dates	Solar titan usa installed panels 11/25/2020. The panels worked for 6 months. They stopped working on 5/24/2021. The box still shows they are getting energy but it doesn't reflect on electric bill at all. Ive been trying to reach solar titan about this ever since then with no response then i saw on the news hundreds of people are having the same issue. My roof was also damaged by the installation. Ive paid 90 dollars a month the first year then 120 after that i can not get any answers from this company	
Amount involved?	15000.00	
How did you pay?	Other	
Was this product or service advertised?	Yes	
When	11/2020	
Where	Traveling salesman	
What would you like the business to do?	Reimburse the amount we have paid for the panels, pay to repair the roof damages and a settlement for electric bills	
Is this an Automobile Complaint?	No	
Have you contacted the business?	No	
ls there anyone else with firsthand knowledge of your complaint?	No	
Have you or the business filed a lawsuit regarding this complaint?	No	
How did you hear about the Division of Consumer Affairs complaint program?	Radio/TV/news story	
Attachments		
How many files are you uploading?	3	
File #1	https://stateoftennessee.formstack.com/admin/download/file/1403940999	
File #2	https://stateoftennessee.formstack.com/admin/download/file/14039409991	
Supporting text about the file#2	Shows everything is under warranty!	

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Atte	stat	ıon

**Attestation** By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 20, 2023 12:57 pm Mobile Safari 16.2 / iOS 1059605265

Consumer Complaint Process - Acknowledgement		
Acknowledge		
James Barden		
30-39		
No		
United States		
993 Applegrove Circle Clarksville , TN 37040		
(608) 213-5080		
jamer606@gmail.com		
Solar Titan USA		
United States		
414 Peters Rd Knoxville, TN 37922		
Knox		
(865) 392-1036		
CUSTOMERCARE@SOLARTITANUSA.COM		

Incident Date	Jan 20, 2023
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts,	We have purchased a solar panels back in June of 2022. It was put on our
with dates	home on July of 2022. First inspection was on August of 2022 but it failed

home on July of 2022. First inspection was on August of 2022 but it failed rescheduled again in August for repair work in 2022. Rescheduled inspection in October of 2022 and it failed again. Tried to call several times throughout the weeks to get it scheduled. They don't answer the phone and when emailing they don't respond. Now since the news of their issues of other customers having the same issues of terrible customer service and making up excuses of what is was going. We felt that they did not know what they were doing nor understood how the system works. We sent out an email again January of 2023 with the new email that was provided to us from the news. Still no response. We even called and now it's an automated voice stating "All customer representatives are busy with other customers" it stated to email them or leave a voicemail. We waited for the voicemail heard the beep but doesn't ask if we were done recording so we are not even sure if it even recorded our message. We are tired and frustrated with them. The lack of communication, the unprofessionalism, and lack of caring. If we had to do this again it would most likely never be

with this company again. We felt we were scammed.

Amount involved?	38500.00
How did you pay?	Other
Was this product or service advertised?	No
What would you like the business to do?	Finish hooking up our solar panel system so we can start generating power
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	Goes to voicemail/company has not contacted us
When did you make contact?	Over several months
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Radio/TV/news story

#### **Attachments**

How many files are you uploading?	1
File #1	https://stateoftennessee.formstack.com/admin/download/file/14039254566
Supporting text about the file#1	Loan documentation of the product
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 20, 2023 10:59 am Chrome Mobile 102.0.5005.125 / Android 1059550345

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	John Evans
Age Range	60 or older
Are you an active duty service member, military dependent, or retired from active duty military service?	No
Country of Residence	United States
Complainant Address - United States	583 County Rd 754 Riceville, TN 37370
Complainant Phone	(423) 263-0625
Complainant Email	Evansfamily11@hotmail.com
Respondent Information	
Respondent Name	SOLAR TITAN USA
Respondent Country	United States
Respondent Address - United States	414 N Peter's Rd Knoxville , TN 37922
Respondent County	Knox
Respondent Phone	(865) 392-1036
About the Incident	
Incident Date	Jan 20, 2023

Category	14 - Scams - Imposter Business/Family/Friend
Give a complete statement of the facts, with dates	Solar system to be installed work not completed and payments are being pulled fo r bank account business seams to be closed
Amount involved?	42000.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	On line add
Where	Knoxville
What would you like the business to do?	Stop payments of system that doesn't work. Can not connect with business
Is this an Automobile Complaint?	No
Have you contacted the business?	No
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Internet search
Attachments	
How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 18, 2023 11:11 am Mobile Safari 16.2 / iOS 1058673593

Consumer Complaint Process - Acknowledgement	
Acknowledge	
Carlos A Hawkins	
40-49	
No	
United States	
524 Judd dr Nashville, TN 37218	
(615) 290-3715	
carlos.hawkins@youthvillages.org	
Solar Titan USA	
United States	
PO Box 30959 Knoxville, TN 37930	
Knox	
(865) 392-1036	
media@solartitanusa.com	

Incident Date	Jan 18, 2022
Category	14 - Scams - Imposter Business/Family/Friend
Give a complete statement of the facts, with dates	I financed solar panels from solar Titan USA in Jan of 2022. The initial worked to get panels installed was quick and took two weeks to get installed. From there I was informed that we needed to wait on the city inspector. In between Feb-Nov there were nonstop issues with getting my panels active and working. There was no shortage of me contacting solar Titan USA monthly to check status. Once inspector completed work there was then an issue with equipment. They needed to replace the inverter on the generac equipment. After doing so there was a problem with the snaps for the panels. Once that was resolve everything was supposed to be working. This was around Dec. we are barely into Jan and the generac panel is showing error. I've reached out to solar Titan USA and only got a voicemail. Couldn't leave a voice mail so had to email them with no response. Called again today and the number is no longer working. Saw a news 10 investigate and saw that they are no longer at their current location on Peters rd. They are working out of a building but no number or actual office. I now have to contact the finance company and try to stop them taking money out of my account monthly. I'm paying for something that I've never received the services.
Amount involved?	26000.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	Social media and tv
What would you like the business to do?	Fix my equipment or get with finance company to stop financing. Remove panels and remove hit to my credit history.
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	The number is no longer in service.
When did you make contact?	I've made numerous calls
Is there anyone else with firsthand knowledge of your complaint?	Yes
Enter their name	Emily Hawkins
Phone	(615) 707-2743

Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	N/A
Attachments	
How many files are you uploading?	0
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



January 18, 2023 9:43 am Safari 13.1.2 / OS X 1058627766

Consumer Complaint Process - Acknowledgement	
	Acknowledge
Complainant Information	
Complainant Name	Heather Gates
Age Range	50-59
Are you an active duty service member, military dependent, or retired from active duty military service?	Yes
Country of Residence	United States
Complainant Address - United States	625 County Rd 4 Calhoun, TN 37309
Complainant Phone	(423) 240-8491
Complainant Email	heathergates99@gmail.com
Respondent Information	
Respondent Name	Solar Titan USA
Respondent Country	United States
Respondent Address - United States	PO Box 30059 Knoxville, TN 37930
Respondent County	Knox
About the Incident	
Incident Date	Jan 18, 2023
Category	40 - Utilities: Gas/Water/Sewer/Electricity

# Give a complete statement of the facts, with dates

A Solar Titan salesman came to our brand new home in 2019 promising a solar system to completely wipe out our utility bill. Also, he added, that have a battery backup would insure power for up to 9 days. My husband, who is medically retired from the military, had a very serious heart condition. Reaching help or 911 was crucial so we decided that was a definitely a good deal. He also promised we would receive money back on our taxes. Everything he said was untrue. They installed the system in the Fall of that year. We have seen none of the things he promised. They did come and add panels but I am not even sure they are connected because a tech came to our house in October and said they need to meet with VEC to connect something. I have tried reaching them and it appears their phone number doesn't work. We have gone round and round with them. My husband had a heart transplant in the middle of all of this. We feel scammed and are now paying back a loan of \$38,000 for something that simply doesn't work and may never work properly. Our power bill is the same. That is a lot of money for us. I don't know who to get help from now. I contacted Solar Mosaic who it is financed through. They submitted a complaint against Solar Titan but said that is all they can do.

Amount involved?	38000.00
How did you pay?	Other
Was this product or service advertised?	Yes
What would you like the business to do?	Either fix it and make it work as promised or refund our money (and close out the loan).
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	No one. The phone does not work.
When did you make contact?	Oftenincluding today.
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Internet search
Attachments	
How many files are you uploading?	0

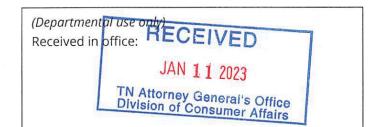
# **Attestation**

Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness
	of the content.



#### **Consumer Complaint Form**

Division of Consumer Affairs
Tennessee Attorney General's Office
P.O. Box 20207
Nashville, TN 37202-0207
(615) 741-4737 Phone
Consumer.Affairs@ag.tn.gov



# Section I: How Do We Reach You?

Your Contact Information
Please print clearly or type. All fields marked with an asterisk (*) are required. Provide as much information as possible.
*Name: MARY EILEN Cumberworth
*Address: 7890 Old Kentucky Rd
*City: Sparta *State: TN *Zip: 38583
*(Tennessee Residents only) County: White
Phone: Home (216) 492-212 Work: ( ) Email: Stayord mec@gmail.com
Best Contact Time: 8Am - 1200 pm
Section II: Who is Your Complaint Against?
Business Contact Information
*Business Name: Solar TiTAN USA
Contact person: Chip Mincey
*Address: 414 N. Peters Rd
*City: Knoxville *State: TN *Zip: 37933
Phone: (865) 392 1036 Fax: ()
Email: Customer care asolantitanusa, Website address: Solantitan USA, Com
Type of product or service: <u>Sdar electric package</u>
Section III: What Happened?  Details of Incident
*Amount Involved: \$ 53,500. How did you pay? Loken *Date of transaction: 9,171,2002
*Have you contacted the business about this complaint? 48 With whom did you speak/when: De Wayna Mickey
*What are you asking the business to do? Pay promo amount promised of 1,264, 05 Finish installation of placeard so STATE inspector can pass or.
*What did the business do? Peomised a promo relate of 252.81 per month for 6
months, received one check in October 2020 and nothing since Finish installar
List all agencies you have contacted about this complaint: ATTURNEY General
List all agencies you have contacted about this complaint

*Have you or the business filed a lawsuit regarding this complaint? YES X NO
Was this product or service advertised: 415 If YES, when and where? Tace book
(Please provide a copy of the advertisement if it is available.)
*Briefly describe your complaint. Use chronological order, by dates. Include copies of any contracts, sales slips, canceled checks, correspondence or supporting documents. DO NOT mail original documents; these will NOT be returned.  9-17-2032 - purchassed solar package From solaritation USA. Saleslady was Dewlayna Mickey. She included in this sale is rebelled checks of 262, 81 e. Did NOT happen.  9-28-2022 - Installation was partially done. Several mistaker.  State increased Tailed 1t 3 separate times. All that is nevered is a dackard. Their electrise to times the indallito-110-2022 contacted Delvayna Mickey reference mistakes that needed to between the personal mistakes that needed to between the personal promochecks received and promochecks received to a personal contacted Delvayna Mickey reference mistakes that needed to between the personal personal contacted Delvayna Mickey reference mistakes that needed to between the personal contacted Delvayna Mickey reference mistakes that needed to between the personal contacted promoce is a personal contacted promoce in a personal contacted promoce is a personal contacted promoce in a personal contacted promoce is a personal contacted promoce in a personal contacted promoce is a personal contacted promoce in a personal contacted promoce is a personal contacted promoce in a personal contacted promoce is a personal contacted promoce in a personal contacted promoce is a personal contacted promoce in a personal contacted promoce is a personal contacted promoce in a personal contacted promoce is a per
(Required Information for Automobile Complaints Only)
*Year: *Make: *Model:
*Vehicle Identification Number (VIN):
Section V: Final Step
If you hire an attorney and/or file a private lawsuit, you have a limited time to sue under the Consumer Protection Act. You have one (1) year from the time you found out about the deceptive act or practice, and no more than five (5) years from the time the deceptive act or practice occurred. Consult a private attorney regarding your legal rights.  By my signature below, I hereby attest to the accuracy and truthfulness of the content, I authorize the Tennessee Division of Consumer Affairs to send a copy of this complaint to the business, and I understand this complaint may be used in legal proceedings brought under the Tennessee Consumer Protection Act.
*Signature: Mary Allen Cumberworth *Date: 1-7-2023
All complaints submitted to the Tennessee Division of Consumer Affairs are subject to the Public Records Act, T.C.A. Title 10, Chapter 7.
OPTIONAL: We would appreciate having the appropriate boxes checked
Age: 18-29 30-39 40-49 50-59 60 or older
Have you previously filed any complaint(s) with the Division in the last 2 years? YES NO  If yes, please state against whom:



January 18, 2023 8:58 am Chrome Mobile 108.0.5359.112 / iOS 1058607492

Consumer Complaint Process - Acknowledgement		
	Acknowledge	
Complainant Information		
Complainant Name	Aaron Marston	
Age Range	40-49	
Are you an active duty service member, military dependent, or retired from active duty military service?	Yes	
Country of Residence	United States	
Complainant Address - United States	237 Gallagher Creek Rd Friendsville, TN 33737	
Complainant Phone	(865) 352-7711	
Complainant Email	rammdad@gmail.com	
Respondent Information		
Respondent Name	Solar Titan	
Respondent Country	United States	
Respondent Address - United States	414 N Peters Rd Knoxville, TN 37922	
Respondent County	Knox	
Respondent Phone	(865) 392-1036	
Respondent Email	cheyennegies@solartitanusa.com	

Incident Date	Mar 15, 2022
Category	35 - Home Improvements/Home Repair/Home Warranties
Give a complete statement of the facts, with dates	In 2021 we met with Solar Titan and they promised us our electrical bill would be reduced by 70 to 90%. We began paying for the panels in March of 2022 but they were not active until that June of 2022. Since then, we have no where near received the savings they promised. In September 2022 they told us we would be given a free battery to help offset the cost. By December they still had not installed the battery and kept saying someone would be in touch. Now, January 2023, they are not answering their phones or emails.
Amount involved?	57000.00
How did you pay?	Other
Was this product or service advertised?	Yes
When	We saw them on the internet back in 2021.
Where	Internet
What would you like the business to do?	Reclaim the solar panels, fix our roof, absolve our the loan with Mosaic.
Is this an Automobile Complaint?	No
Have you contacted the business?	Yes
With whom did you speak?	They are not answering because I believe they are going bankrupt
When did you make contact?	Last made contact in December of 2022
Is there anyone else with firsthand knowledge of your complaint?	No
Have you or the business filed a lawsuit regarding this complaint?	No
How did you hear about the Division of Consumer Affairs complaint program?	Word of mouth
Attachments	
How many files are you uploading?	1
File #1	https://stateoftennessee.formstack.com/admin/download/file/14025390387

Supporting text about the file#1	This is our loan information with Mosaic
Attestation	
Attestation	By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.



**Online Complaint Summary** 10/12/20 4:01 PM Page 1 of 3 **Consumer Affairs** Board: **Consumer Affairs Complaints** License Type: C202008053 Complaint Number: 03/14/2020 Incident Date: Respondent **Solar Titan USA** Organization Name: 800 South Gay Street Address: Suite 700 Knox Knoxville, TN 37929 US 865-766-4050 Phone Number: Extension: E-mail Address: sarah@solartitan.usa Complainant **Nichole** First Name: Second Name: Meshon Cassidy Last Name: 35 Woodcrest Drive Address: Greeneville, TN 37745 US 423-470-2430 Phone Number: Extension: E-mail Address: nicholem.king@gmail.com **Complaint Details** No Are you an active duty service member,

military dependent, or retired from active duty military service?

40-49 Age Range

**Other Not Listed** Category

10/12/20 4:01 PM Page 2 of 3

Give a complete statement of the facts, with dates.

3-14-2020- Jason Horton, salesman from Solar Titan, visited our home regarding solar panels. He reviewed electric bills from Greeneville Light & Power, discussed savings with use of solar panels, \$7500 tax credit on next tax return with purchase of solar panels. He calculated the number of solar panels we would need to reduce our electric bill. Mr. Horton said GL&PS was a participant and there was also TVA buy back for power produced by solar panels above what our household consumed. The contract was signed electronically to begin the installation and financing through Mosaic. Mr. Horton told us this was a turn key operation and nothing more for us to do-Solar Titan would take care of all permits and inspections, building and otherwise. He gave us a paper with tentative timeline of installation and TVA contact and Solar Titan welcome call. We were never contacted us as he said they would.

4-10-2020- Installers were to begin work between 9-930am and did not show. James Cassidy, my husband, called Jason Horton and Sarah Kirkland multiple times to discuss rescheduling.

4-24-2020- Installation began. Installers came multiple days, weeks apart to complete the work. Mr. Horton told us the work would be completed and solar panels operational in 2 days.

7-27-2020- James Cassidy called Mr. Horton and Sarah Kirkland when electric bills were not reflecting a reduction from power produced by solar panels. Mr. Horton told us he was waiting on a call from the solar engineer at GL&PS. James spoke with the Energy Services Coordinator at GL&PS, Brent Dugger, who said they do not participate in TVA buy back and the program was phased out 3 years ago. A GL&PS inspector did inspect the panels and all electrical work.

Solar Titan (Sarah Kirkland, Jason Horton) have since stopped taking our calls. We have made more than 17 calls to Solar Titan. We have made 3 reports with Mosaic, the financing company, and numerous calls to GL&PS to resolve this issue.

Solar Titan supervisor, Mike, told my husband that since the panels were producing power, there was nothing more they could do.

Amount Involved \$29,250

How did you pay? Other

Please explain Other Method of Payment Financing through Mosaic- \$42,000 with all interest

Was this product or service advertised? Yes

If YES, when and where? (Please provide a copy of the advertisement if it is available.)

What would you like the business to do? remove panels and make repairs to roof as needed

and refund payments/ debt from loan

Is this an Automobile Complaint?

Have you contacted the business? Yes

With whom did you speak?

Jason Horton, Sarah Kirkland -Solar Titan, Brent
Dugger- GL&PS, Bronson at GL&PS, Mosaic

When did you make contact? multiple times since 4-10-2020 through 10-7-2020 Case 3:23-cv-00046-DCLC-JEM Document 67-8 Filed 02/23/23 Page 145 of 206 PageID

#: 3913

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Is there anyone else with firsthand knowledge of your complaint?

No

Have you retained an attorney in reference to your complaint?

No

Attestation

By submitting this complaint, I hereby attest to the accuracy or truthfulness of the content.

I Agree

Attachments

Image File Name: Solar Titan Letter.pdf

Image File Name: Loan agreement.pdf

Image File Name: What to Expect- Solar Titan.jpg

Image File Name: Solar Titan back of Installation Agreement.jpg

Image File Name: Solar Titan Installation Agreement.jpg

#### Confirmation

You have successfully submitted your complaint to the Tennessee Department of Commerce and Insurance and have been assigned complaint number C202008053. Please maintain this summary for your records.

This complaint will be handled in accordance with the Division's standard policies and procedures. Further, please be advised, this office cannot give legal advice. If you feel that you need legal assistance, please contact private legal counsel. A guide to free or reduced-rate legal services is available through the Tennessee Administrative Office of the Courts. Thank you for bringing this matter to our attention.

Case 3:23-cv-00046-DCLC-JEM Document 67-8 Filed 02/23/23 Page 146 of 206 PageID #: 3914

# PLEASE READ AND REVIEW THE DOCUMENTS THAT FOLLOW THIS PAGE:

- 1. DISCLOSURE AND CONSENT TO ELECTRONIC RECEIPT OF LOAN DISCLOSURES;
- 2. AUTHORIZATION TO OBTAIN CONSUMER REPORTS & TO SHARE INFORMATION;
- 3. HOME IMPROVEMENT LOAN AGREEMENT, PROMISSORY NOTE, AND TRUTH IN LENDING ACT DISCLOSURES (WHICH INCLUDES AN ARBITRATION PROVISION) (together "Home Improvement Loan Agreement");
- 4. AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (if applicable);
- 5. PRIVACY NOTICE (GRAMM-LEACH-BLILEY ACT) AND
- 6. NOTICE OF RIGHT TO CANCEL—TWO (2) FORMS TO BE EXECUTED IF YOU WISH TO EXERCISE RIGHT.
- 7. ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO TERMS OF HOME IMPROVEMENT LOAN PACKAGE ("Home Improvement Loan Package")

UPON COMPLETING YOUR REVIEW, AND ASSUMING YOU WANT TO CONTINUE WITH THIS TRANSACTION, PLEASE EXECUTE THE DOCUMENT ENTITLED "ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO TERMS OF HOME IMPROVEMENT LOAN PACKAGE ("Home Improvement Loan Package")" WHERE INDICATED.

# DISCLOSURE AND CONSENT TO ELECTRONIC RECEIPT OF LOAN DISCLOSURES

WebBank, Member FDIC its assigns, successors, agents, representatives, vendors, servicers (collectively, "we," or "us") may be required by law to give you certain information "in writing," or electronically with your informed consent. You agree, in accordance with the terms set forth below, to the electronic receipt of information and disclosures and the use of electronic signatures, in connection with the Mosaic platform or any products or services offered through the Mosaic platform, including any credit application, any resulting loan agreement, any disclosures relating to your application and/or loan agreement, any payment plan, or any other agreement related to your application and/or loan agreement (collectively, "Loan Disclosures"). Please read the information below carefully and thoroughly.

You acknowledge and agree that we may provide you with the Loan Disclosures in electronic format, and that we are not required to send a paper document to you, unless and until you withdraw your consent as described below. All Loan Disclosures that we provide to you in electronic format will be provided in one of the following formats: (i) on our online platform, including the DocuSign, Inc. ("DocuSign") electronic signing system; (ii) via e-mail which may include attached Portable Document Format (PDF) documents; or (iii) via a text message to your mobile device through an HTML hyperlink that may link to our online platform or to PDF documents. Loan Documents on our online platform, including DocuSign, may be downloaded or printed as PDF documents.

# 1. Getting paper copies.

You may request from us a paper copy of any Loan Disclosure provided or made available to you electronically without charge, provided that such request is made within a reasonable time after the Loan Disclosure was first provided to you. To request paper copies, you must call (855) 746-7849 or send an e-mail to support@joinmosaic.com with the subject line "Past Paper Copy Request" and in the body of the e-mail you must state your e-mail address, full name, US Postal address, and telephone number.

## 2. Withdrawing your consent.

If your consent to receive electronic disclosures was provided via text message, replying to any text message that we send to you with only the word "STOP" will withdraw your consent for disclosure via SMS message. If your consent to receive Loan Disclosures was provided via text message and you also separately provided your consent to receive Loan Disclosures by email, replying to any text message that we send to you with only the word "STOP" will only withdraw your consent to receive Loan Disclosures via text message. We will continue to send you Loan Disclosures via email.

You may withdraw your consent to receive Loan Disclosures in all electronic forms by calling (855) 746-7849, or by sending an e-mail to support@joinmosaic.com with the subject line of

"Future Paper Copy Request" and in the body of the e-mail request you must state your e-mail address, full name, US Postal Address, and telephone number.

Your withdrawal of consent will be effective only after we have had a reasonable period of time to process your request. If you withdraw your consent to receive Loan Disclosures in electronic form, we will deliver your Loan Disclosures only in paper format. Please be aware that if you elect to receive Loan Disclosures only in paper format prior to the submission of an application, your application will not be processed. If you elect to receive Loan Disclosures only in paper format, after your loan is approved, it may slow the speed at which services can be delivered to you.

#### 3. To advise of your new e-mail address or mobile phone number.

If you enroll in electronic disclosures by e-mail, you are required to provide us with an accurate and complete e-mail address and promptly notify us if you change your e-mail address. To let us know of a change in your e-mail address, you must send an e-mail message to support@joinmosaic.com with the subject line "Email Address Change" and in the body of the e-mail you must state your previous e-mail address and your new e-mail address.

If you enroll in electronic disclosures by text messages, you are required to provide us with an active mobile phone number and promptly notify us if you change your mobile phone number. To let us know of a change in your mobile phone number, you must send an e-mail message to support@joinmosaic.com with the subject line "Mobile Number Change" and in the body of the e-mail you must state your previous mobile phone number and your new mobile phone number.

Your failure to provide a valid e-mail address / mobile phone number or the malfunction of a previously valid e-mail address / mobile number may be treated as a withdrawal of your consent to receive electronic documents.

## 4. Required hardware and software.

In order to access, view and retain the Loan Disclosures we make available to you in electronic form, you must provide at your own expense an Internet connected device. You must also have the following additional hardware and software requirements:

System	If you intend to access Loan Disclosures through a desktop computer, you will need a recent operating system that supports the Internet Browser, PDF Reader, E-Mail, and Storage Capacity requirements listed below, such as Microsoft Windows (Windows 2000 or higher) or Apple OS (OS X or higher).
System	If you intend to access Loan Disclosures through a mobile device (such as a smart phone, tablet, or similar device), you will need a recent operating system that supports the Internet Browser, PDF Reader, E-Mail or SMS Access, and Storage Capacity requirements listed below, such as Android OS (Android 9 or higher) or Apple iOS (iOS 11 or higher).

Internet Browsers	Final release versions of: Edge 42® or higher (Windows or Android), Google® Chrome™ 71 or higher (Windows, macOS, Android or iOS), Mozilla Firefox 47 or higher (Windows, Android or macOS), Firefox 18 or higher (iOS), Safari™ 11 or higher (macOS or iOS), Opera 57 or higher (Windows), Opera Touch 1.10 or higher (iOS or Android), Samsung internet browser (Android).  Pre-release (e.g. beta) versions of browsers are not supported.
Internet Browser Settings	Allow per session cookies; must be JavaScript-enabled.
PDF Reader	Software that enables you to view and print Portable Document Files (PDF), such as Adobe® Acrobat Reader or similar.  To the extent your desktop computer or Android mobile device does not already have such software installed, you can install Adobe Reader here. To the extent your Apple mobile device does not already have such software installed, you can install Adobe Reader through the App Store. Other options may also be available.
E-Mail	An active e-mail account and e-mail software that can display e-mails.
Text Message (SMS) Access	If you wish to access Loan Disclosures through text messages that include HTML links, you will need a cellular plan that includes the capability to receive text messages. Your cellular plan will also need to include capability allowing you to access the internet through the service (i.e., a data plan) Alternatively, you will need the capability to receive text messages and access the Loan Disclosures when connected to a wireless network.
Storage Capacity	Sufficient electronic storage capacity on your computer's hard drive, mobile device, or other data storage media or service to retain the Loan Disclosures and/or a printer to print them.

We reserve the right to discontinue support of a version of hardware or software mentioned above if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Loan Disclosures. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Disclosures, we will give you notice of the revised hardware or software requirements.

Continuing to use electronic services after receiving notice of the change is reaffirmation of your consent.

# Federal Law

All Loan Disclosures we provide to you in either electronic or paper format will be considered "in writing". You should print or download for your records a copy of this Disclosure and Consent of Electronic Receipt of Loan Disclosures ("E-Sign Consent") and any other Loan

Disclosures. You agree and we both intend the federal Electronic Signatures in Global and National Commerce Act to apply to (i) this E-Sign Consent and (ii) our ability to conduct business with you by electronic means.

# 5. Termination/Changes

We reserve the right, in our sole discretion, to provide you with any Loan Disclosures in paper format and to discontinue electronic provision of Loan Disclosures at any time. We will provide you with notice of any such termination or change as required by law.

# 6. Acknowledging your access and consent to receive materials electronically.

By signing below, you: (i) confirm your consent to receive Loan Disclosures in electronic format; (ii) affirmatively demonstrate your ability to access and read, and also print or save, this E-Sign Consent and the Loan Disclosures; (iii) confirm that you have provided a valid e-mail address at which we can send electronic Loan Disclosures to you; (iv) have access to software and hardware that satisfies the above requirements; (v) agree to the terms and conditions of this E-Sign Consent; and (vi) affix your electronic signature to this E-Sign Consent.

**I AGREE** 

# AUTHORIZATION TO OBTAIN CONSUMER REPORTS & TO SHARE INFORMATION (Consent To Pull Credit – Soft Credit Pull & Hard Credit Pull)

Authorization And Consent To Pull Credit

# A. Pre-Qualification Check—Eligibility Inquiry

You understand that by checking the "I Agree to the Important Terms and Conditions" box and clicking the "SUBMIT" button, WebBank, Member FDIC (together with its successors, assignees, vendors, representatives, loan servicer providers and each of the foregoing's respective service providers ("we" or "us" or "our") will perform a review of your prequalification to determine if you are potentially eligibility for credit. This pre-qualification check will result in a *soft credit pull*. This pre-qualification inquiry does not affect your credit score and is only visible to you on your credit report. During the pre-qualification check, you authorize the review of consumer reporting information about you to make a determination on your potential eligibility for credit, and to verify the information in your pre-qualification check, which may include contacting third parties.

# B. Application Submission—Credit Inquiry

If the pre-qualification review shows that you are eligible for a loan and you decide to move forward with obtaining a loan, you will click a button "CONTINUE TO APPLICATION" and submit a loan application. The submission of a loan application and the execution of a loan agreement and promissory note will result in a *hard credit pull*. This subsequent hard credit pull will be reflected on your credit report as an inquiry, may be viewed by other creditors, and may impact your FICO Score.

## C. Authorization To Obtain Consumer Reports

You authorize us to obtain consumer reports and information about you from one or more consumer reporting agencies (i.e. Experian, Equifax, TransUnion) or other third parties, including when you submit a pre-qualification check, submit a subsequent loan application, and periodically throughout the term of any loan.

This authorization includes your agreement that WebBank and its service providers may use the information obtained from such reports or third parties, among other things: (a) in relation to your pre-qualification for potential credit; (b) in relation to your eligibility for credit in connection with a loan application; (c) in order to verify and authenticate your identity; (d) for internal modeling and analysis; and (e) to administer the presale or sale of a loan.

It also includes your agreement that we may use the information obtained from such reports or third parties, among other things; (a) in relation to the servicing, monitoring, collection or enforcement of any loan originated; (b) to determine at any time your continued eligibility for credit; (c) for internal modeling and analysis; and (d) to administer the presale or sale of a loan.

Authorization to Share Information

You authorize us to share any information obtained in your pre-qualification check, loan application, credit report, or from any third parties to effectuate the underlying credit transaction. You understand and authorize us to share the information obtained and collected during servicing, collection and enforcement of any loan. You also authorize us to share any information obtained (inclusive of your credit report) with potential investors or purchases of any loan product you obtain.



# HOME IMPROVEMENT LOAN AGREEMENT AND PROMISSORY NOTE

Home Improvement Loan Agreement Number: 213879		Date: <u>03/14/2020</u>	
Ideal Horizon Benefits LLC	800 South Gay Street, Knoxv	ille, TN 37929	
Seller/Contractor: Name	Address	License/Registration No.	
Nichole Cassidy	35 Woodcrest Drive, Greeneville	, TN 37745	
Borrower: Name	Principal/Installation Address		
	,		

Installation Address (if different from Principal Address)

**DEFINITIONS:** As used in this Loan Agreement and Promissory Note ("Note"), "you" and "your" mean Borrower, and "we," "us" and "our" mean WebBank, Member FDIC ("WebBank"). "Seller" or "Contractor" means the Seller/Contractor identified above.

# FEDERAL TRUTH IN LENDING ACT ("TILA") DISCLOSURES

ANNUAL PERCENTAGE RATE ("APR") (e)	FINANCE CHARGE (e)	Amount Financed (e)	Total of Payments (e)
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all scheduled payments
5.99% (e)	\$12,058.06 (e)	\$29,250.00 (e)	\$41,308.06 (e)

Variable Rate: The annual percentage rate ('APR') will increase by 0.25% on the first calendar day of the next billing period if you terminate automatic recurring monthly ACH payments or we terminate such ACH payments because you are not current on your payments or we are unable to process your ACH payment. Any increase will take the form of higher payment amounts. For example, if you have a 12 year loan of \$29,250.00 at a 5.99% APR with automatic recurring monthly ACH payments of \$290.91, and you begin making payments by check on the First Payment Date, your APR would increase to 6.24% and your monthly payments would increase by \$3.94 to \$294.85.

Payment Schedule (e): You must make 141 (e) monthly payments of \$290.91 (e) and then one final payment of \$289.75 (e). We estimate that your first payment will be due on 06/19/2020 (e) and the final payment will be due on 03/19/2032 (e) (the "maturity date").

Late Fee: If any part of a payment is more than 15 days late, you will be charged a late charge of 5% of the amount due or \$10, whichever is less (as permitted by law).

Prepayment: If you pay all or part of this loan early, you will not have to pay a penalty.

Contract Reference: See the remainder of this Note for any additional information about nonpayment, default, our right to accelerate maturity of this Note and prepayment rebates and penalties.

Acceleration Demand: This obligation has an acceleration feature that may be exercised upon your default as set forth in this Agreement.

(e) means estimated.

#### **ITEMIZATION OF AMOUNT FINANCED**

Advance to Contractor\* Ideal Horizon Benefits LLC

\$29,250.00 (e)

\* Contractor may provide us a fee or discount against this advance. The amount shown is not reduced by any such fee or discount. Irrespective of the "Advance to Contractor," you remain contractually bound to repay the full amount borrowed.

THIS NOTE INCLUDES AN ARBITRATION AGREEMENT, WHICH UNLESS YOU ARE A MILITARY LENDING ACT COVERED BORROWER WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US OR BETWEEN YOU AND CONTRACTOR. FOR EXAMPLE, WE (OR CONTRACTOR) MAY REQUIRE YOU TO ARBITRATE ANY CLAIM YOU INITIATE. IF SO, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. YOU HAVE A RIGHT TO REJECT THE ARBITRATION AGREEMENT AS DESCRIBED BELOW.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

#### ADDITIONAL TERMS AND CONDITIONS

ADVANCES TO FINANCE HOME IMPROVEMENTS: You have entered into a separate agreement with Contractor (the "Contractor Agreement"), which describes: (1) home improvement products you are purchasing from Contractor (the "Products") for use at the principal address or installation address set forth above, as applicable (the "Residence"); and/or (2) the installation of the Products by Contractor at the Residence (the "Installation"). Subject to our confirmation of the information in your credit application, we are prepared to make you a loan (the "Loan") of the amount you need to finance the Products and Installation. This Note sets forth the terms of the Loan.

**LOAN DISBURSEMENT:** We will disburse Loan funds to Contractor. The date(s) we disburse Loan proceeds to your Contractor is the "Disbursement Date(s)." Typically, for roof, window and door installations, we will disburse thirty percent (30%) of the Loan proceeds to the Contractor after you sign this Note and it is approved by us and the remaining amount when Installation is completed. For all other Installations, we will typically disburse 100% of the Loan proceeds to Contractor when Installation is completed. WebBank has the discretion to modify or change the disbursement schedule stated herein at any time without prior written or verbal notice as permitted by law.

**INTEREST; PROMISE TO PAY:** The Amount Financed is the amount of Loan proceeds we disburse to Contractor under this Note and is shown in the TILA Disclosures set forth above. The Amount Financed may be estimated depending on your first payment date. It is not reduced by any fee or discount Contractor provides us.

You agree to pay us the Amount Financed, together with interest on the unpaid balance of the Amount Financed from time to time, commencing on the date(s) we disburse Loan proceeds to your Contractor and ending on the date of payment in full. Interest is charged at an annual rate of 5.99% if you pay by automatic recurring monthly ACH (equivalent to a daily rate of 0.0164%) or 6.24% if you pay by any other means (equivalent to a daily rate of 0.0171%). You also agree to pay us any fees that may be assessed. Estimated monthly payment amounts and payment due dates are shown on the Payment Schedule included in the TILA Disclosure. We will disclose the exact payment amounts and due dates in monthly statements we send you. If we disburse Loan proceeds before Installation is completed, your first payment will be due three months after we first disburse Loan proceeds to Contractor. If we only disburse Loan proceeds after Installation is completed, your first payment will be due 15 days after Installation is completed.

PREPAYMENTS: You may prepay the unpaid balance of the Amount Financed in whole or in part at any time, without penalty.

**PAYMENT METHOD:** You may pay by automatic recurring monthly ACHs we initiate (per your consent and authorization) or by ACHs and/or checks you arrange or send each month yourself. To pay by automatic recurring monthly ACHs, you must complete the "Election of Directs Payment via ACH" (the "ACH Election"). If you pay by check, you must include your Loan Number on your check and mail it to:

WebBank, c/o Mosaic, PO Box 78080, Phoenix, AZ 85062

If you want to make an individual payment by ACH, you can call the phone number on the first page of this Note or arrange for the ACH online at https://joinmosaic.com/sign-in. You may change your payment method by following the instructions in the ACH Election form or managing your account online at https://joinmosaic.com/sign-in.

If you make loan payments by automatic recurring monthly ACH, you will receive a discount of 0.25% from the APR that would otherwise apply. If: (1) you revoke the ACH Election, (2) we revoke the ACH election due to the dishonor of one or more ACHs made pursuant to the ACH Election or (3) the ACH Election is revoked as a matter of law due to a bankruptcy filling, the APR will increase by 0.25% as of the scheduled date of the first payment after such revocation. The increased APR will result in higher monthly payments. If you initiate loan payments yourself, your APR will not include a discount of 0.25% but if you subsequently deliver an ACH Election and authorize us to initiate ACH payments each month, we will reduce your APR by 0.25% as of the scheduled date of the first payment after such authorization. The reduced APR will result in lower monthly payments.

PAYMENT APPLICATION: To the extent permitted by law,

We apply any payment we receive in the following order: (1) past interest and principal; (2) current interest and principal; (3) past fees; and (4) current fees.

If you have more than one loan with us, when you remit payment, please include instructions for how to allocate your payment across your loans. If you do not include instructions, we reserve the right to apply payments in any manner permitted by applicable law including but not limited to allocation of your payment first towards the loan with the higher APR until such loan has no current amount due. In the event you default on the Loan, we may apply payments in any manner permitted by applicable law.

PREPAYMENTS AND PARTIAL PAYMENTS: You may prepay the unpaid balance of the Amount Financed in whole or in part at any time, without penalty. Unless we otherwise agree, a partial prepayment will not reduce the amount of your subsequent monthly payments until the Loan is paid in full.

**PAYMENT OF A DISPUTED BALANCE:** If you wish to make a payment in satisfaction of a disputed balance, you must send it to us at WebBank, c/o

Mosaic, PO Box 78080, Phoenix, AZ 85062

Attn: Disputed Balance, together with a letter of explanation. We may deposit any such payment without the deposit constituting a satisfaction of the disputed balance.

**LATE PAYMENTS AND DISHONORED PAYMENTS:** To the extent permitted by law: (1) if any part of a payment is more than fifteen (15) days late, you will be charged a late charge of 5% of the amount due or ten dollars (\$10), whichever is less (as permitted by law); and (b) you will be charged a non-refundable fee of ten dollars (\$10) for each failed payment attempt, whether by check, ACH or otherwise. Your bank may assess its own fee in addition to the fee we assess.

WARRANTIES; LIMITATION OF LIABILITY: WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED. FURTHER, OUR LIABILITY TO YOU UNDER THIS NOTE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OR LOSSES RELATING TO THIS CONTRACT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

**MONTHLY STATEMENTS**: We will send you monthly statements showing information about this Note, including the amount and due date of your next scheduled payment and the address where payments must be sent. You are encouraged to review the monthly statements to obtain up to date information on the Loan.

LOAN CONSUMMATION: YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT OBLIGATED UNDER THE TERMS OF THIS LOAN AGREEMENT AND PROMISSORY NOTE AND THAT THIS LOAN TRANSACTION IS NOT COMPLETED (I.E. CONSUMMATED) UNTIL YOU HAVE COMPLETED PROVIDING YOUR CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS AND DISCLOSURES THAT WILL BE PROVIDED TO YOU AS PART OF THIS LOAN PROCESS. IF YOU FAIL TO COMPLETE YOUR CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS AND DISCLOSURES, THEN THIS LOAN AGREEMENT AND PROMISSORY NOTE SHALL BECOME VOID AND UNENFORCEABLE AND YOU WILL NOT BE OBLIGATED UNDER THE LOAN AGREEMENT AND PROMISSORY NOTE.

REPRESENTATIONS: You represent and covenant that: (1) you are over the age of 18; (2) you are a U.S. citizen or a lawful resident; (3) you are on title and the owner of the Residence or you are the controlling trustee for a trust that is the owner of the Residence; or you are the managing member of a limited liability company ("LLC") that holds title to the Residence; (4) the Residence is a one-to-four family dwelling that is permanently affixed to the ground and it is not a mobile home, houseboat or any business or commercial establishment or used as such; and (5) you are not, and will not be, in breach of your Contractor Agreement. Your further understand and acknowledge that we reserve the right to request and obtain additional supporting documents from you which reflect the status of your ownership in the Residence and verification of your identity. Failure to provide supporting documents reflecting and confirming your ownership status in the Residence and/or verification of identity may be grounds to terminate this immediately Agreement and/or exercise our rights upon default

EVENTS OF DEFAULT: Subject to applicable law, you will be in default under this Note upon the occurrence of any of the following events: (1) you fail to make any payment under this Note in full within fifteen (15) days after the payment due date; (2) you fail to perform or violate any material obligation in this Note; (3) we learn that any representation or promise made by you in this Note or any statement made by you in the Application was false or misleading in any material respect when made; (4) you attempt to assign or transfer this Note without our prior written consent; (5) upon our request after your death, your estate fails to acknowledge its obligations under this Note in a written document acceptable to us in our reasonable discretion; (6) you make an assignment or any general arrangement for the benefit of creditors, have a liquidator, administrator, receiver, trustee, conservator or similar official appointed for you or your property, file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such a petition filed against you and such petition is not withdrawn or dismissed for twenty (20) business days after its filing; or (7) you otherwise become bankrupt or insolvent (however evidenced); or are unable to pay your debts as they fall due.

**ASSIGNMENT**. You may not assign or transfer your rights or obligations under this Loan Agreement and Promissory Note. WebBank, Member FDIC may assign or transfer all or a portion of this Loan Agreement and Promissory Note, including but not limited to ownership of the Loan Agreement and Promissory Note and loan servicing, and the related documents to a third party without prior notice to you. YOU HEREBY AUTHORIZE US TO PROVIDE TO A THIRD PARTY ANY INFORMATION THAT THEY MAY REQUEST IN CONSIDERING OR IMPLEMENTING A PURCHASE OF OUR RIGHTS

UNDER THIS AGREEMENT. Our rights under this Agreement shall inure to the benefit of any successors and assigns, and your obligations under this Loan Agreement and Promissory Note shall be binding upon your heirs, personal representatives and permitted assigns.

**ACCELERATION; DEFAULT REMEDIES:** Subject to applicable law (including any notice, cure and/or redemption rights provided by applicable law), upon any default, we may: (1) require you to pay us immediately all amounts outstanding under this Note (or, alternatively, choose not to "accelerate" this Note in this manner); and (2) exercise any other rights provided by this Note or applicable law. Except as prohibited by applicable law, interest will continue to accrue after maturity or acceleration of this Note (and after any judgment) at your contract rate. Any waiver of our rights must be in writing, and any waiver by us of any default will not constitute a waiver of any subsequent or continuing default.

**DELAY IN ENFORCING RIGHTS:** We may delay or refrain from enforcing any of our rights under this Note without losing them. For example, we may extend the time for making some payments without extending others and we may enter into a forbearance agreement with you without waiving any rights beyond the strict terms of such forbearance agreement and without waiving any rights in the event you fail to comply with the strict terms of such forbearance agreement.

**TERMINATION.** We *may* choose not to make the Loan and to cancel this Note if: (1) a credit approved application and executed loan agreement does not fund within one hundred eighty (180) days of credit report pull date and you no longer satisfy the minimum credit requirements we used to approve your Loan application; (2) you are approved for a loan but fail to provide additional information and/or documentation necessary to verify your identity; (3) any representation made by you in, or in connection with, your loan application or this Agreement is false in any material respect when made (inclusive of providing any falsified or forged documentation); (4) your Contractor is no longer an approved contractor. No delay in the exercise of our termination rights shall constitute a waiver of our continuing rights to terminate the Note. Cancellation of this Note will not affect the Arbitration Clause.

COSTS AND ATTORNEYS' FEES: Subject to applicable law and any limits specified in the Notices section of this Note, in the event we obtain a judgment against you after an event of default involving a payment delinquency of at least fifteen days, you agree to pay all charges, costs and expenses incurred or paid by us in exercising any right, power or remedy provided by law or this Note, including all collection costs and reasonable attorney's fees that are paid to an attorney who is not our employee.

**ENTIRE AGREEMENT:** This Note constitutes the entire agreement of the parties relating to the Loan. This Note replaces any earlier contract of a similar nature. No oral modification is valid or enforceable.

**NOTICE AND OPPORTUNITY TO CURE**: Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Note, the Products or work performed (as more fully defined in the Arbitration Provision, a "Claim"), the party asserting the Claim (the "Complaining Party") shall give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. If you are the Defending Party, the Claim Notice will be sent to you at your address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter.

Any Claim Notice sent by you shall be by certified mail, return receipt requested, to WebBank, FDIC Member, c/o Mosaic, 300 Lakeside Drive, 24th Floor, Oakland, CA 94612 (such address or any subsequent address we give you notice of, the "Notice Address"), Attn: Claim Notice. We will credit or reimburse you for the documented cost of the certified mail. Any Claim Notice you send must provide your name, Loan Agreement Number (on the first page of this Note), mailing address and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

CREDIT REPORTING AND IDENTITY THEFT: You give us and our agents, loan service providers, vendors, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Note, taking collection action on this Note, or for any other legitimate purposes associated with this Note. You expressly agree and consent that we may, without prior written or verbal notice, re-evaluate your continued credit eligibility for the loan at any time after your initial credit approval including but not limited to performing a new credit check. The new credit check may impact your credit report and/or credit score (i.e. FICO score). Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Late payments, missed payments or other defaults on this Note may be reflected in your credit report.

If you believe that any information about this Note that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any Note made by us, write to WebBank, FDIC Member, c/o Mosaic, 300 Lakeside Drive, 24th Floor, Oakland, CA 94612, Attn: Reporting Error. In your letter: (1) provide your name, mailing address and phone number; (2) identify the specific information that is being disputed; (3)

explain the basis for the dispute; and (4) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

**TRUTHFULNESS OF APPLICATION**: You represent that every statement made in the Application is true, complete and correct and that you are at least 18 years of age.

**TELEPHONE RECORDINGS**: You understand and agree that we may monitor and/or record any of your phone conversations with any of our representatives. However, we are not required to monitor and/or record any such conversations.

**CONTACTING YOU; PHONE, EMAIL AND TEXT MESSAGES.** To the extent permitted by applicable law, you authorize us and our agents, loan service providers, vendors, successors, and assigns (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Note, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties in connection with the Application, the Messaging Parties' servicing and/or collection of amounts you owe the Messaging Parties or any other matter.

You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls by calling the Messaging Parties at (855) 746-7849. To stop text messages, you can also simply reply "STOP" to any text message the Messaging Parties send you. To stop emails, you can follow the optout instructions included at the bottom of the Messaging Parties' emails.

**MILITARY LENDING ACT:** The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers. If you would like more information about whether you are covered by the Military Lending Act, you may contact us at 855-746-7849

STATEMENT OF MAPR: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

ORAL DISCLOSURES: Before signing this Note, in order to hear important disclosures and payment information about this Contract, you may call (855) 345-4252.

APPLICABILITY OF ARBITRATION AGREEMENT AND JURY TRIAL WAIVER: The Arbitration Provision and Waiver of Right to Trial by Jury set forth in this Note do not apply to Covered Borrowers.

WAIVER OF RIGHT TO TRIAL BY JURY: YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS NOTE. THIS JURY TRIAL WAIVER: (1) SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY ARBITRATION PROVISION TO WHICH YOU AND WE ARE SUBJECT, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER; AND (2) DOES NOT APPLY IF YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT, IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, YOU MAY CONTACT YOU US AT (TOLL FREE): (855) 746-7849.

**BANKRUPTCY**: You represent that you are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six months. Any communication with us required or permitted under the Federal Bankruptcy

Code must be in writing, must include your account number, and must be sent to us at the Notice Address, Attn: Bankruptcy Notice.

**GOVERNING LAW**: This Note shall be governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflict of laws rules.

**MISCELLANEOUS:** Except as provided otherwise in the Arbitration Provision, any provision of this Note that is found to be invalid under applicable law shall be invalid only with respect to the invalid provision and only to the extent of the invalidity. However, notwithstanding any provision of this Note to the contrary, if any law applicable to this Note is finally interpreted so that the interest or other fees and charges collected or to be collected in connection with this Note exceed the legally permitted limit, then any such interest, fee or charge shall be reduced by the amount necessary to comply with the maximum permitted limit and any amounts above such limit already collected will be credited or refunded to you. Singular words shall be construed in the plural, and plural in the singular, as their context may require, or as required to give effect to the terms of this Note.

**ELECTRONIC TRANSACTIONS AND COPIES; PROVENANCE:** This Note may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. If any counterpart Note is manually executed. WebBank's tangible record of the Note will be promptly converted into electronic form, and the electronic version will promptly be uploaded by or on behalf of WebBank to WebBank's electronic vault (the "Original Vault") hosted by eOriginal. As between Borrower and WebBank, any copy of this Note (including a copy printed from an image of this Note that has been stored electronically) shall have the same legal effect as an original. Without limiting the preceding sentence, Borrower and WebBank hereby agree that, for purposes of establishing security interests or rights in, or title to, this Note: (1) no original, tangible, manually executed Note will be either (i) the authoritative copy or transferable record of this Note; or (ii) original or transferable record of the original or transferable record of the Note evidencing the obligations under the Note; (2) except as expressly provided in clause (5) below, possession of a tangible, manually executed original, transferable record or copy of this Note will not perfect or prove any such security interest, or title to or other right; (3) whether this Note is executed manually or electronically, the sole authoritative copy and transferable record of this Note will be the one uploaded into the Original Vault (the "Authoritative Copy"); (4) at WebBank or its successors discretion, the Authoritative Copy of the Note may be printed and marked or designated by WebBank or such successor as the tangible Authoritative Copy of the Note; and (5) no person or entity (including, for the avoidance of doubt, any lender, subsequent assignee or purchaser of this Note, custodian or trustee) will have rights in, title to or a security interest in this Note, unless such person or entity can demonstrate that it has possession or control of the Authoritative Copy of this Note (whether in tangible or electronic form) whose provenance can be established to the initial authoritative copy first uploaded to the Original Vault. Any person who asserts or attempts to gain title to or a security interest or rights in, this Note by any procedure except as provided above, including by possession of a tangible, manually executed original or copy or an electronic, non-authoritative copy of this Note, violates the rights of WebBank or its successors and Contractor.

ARBITRATION PROVISION: THIS ARBITRATION PROVISION MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE MAY HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

- (a) Effect of Arbitration Provision. Unless prohibited by applicable law, and unless you reject this Arbitration Provision as described in section (m) below, you and we agree that either party may elect to require arbitration of any Claim under this Arbitration Provision. This Arbitration Provision does not apply if you are a member of the armed forces or a dependent of such member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, you may contact us at (toll free): (855) 746-7849.
- (b) Certain Definitions. As used in this Arbitration Provision, the following terms have the following meanings:
- (i) Our "Related Parties" include all our parent companies, subsidiaries and affiliates; our service providers as well as their parent companies, subsidiaries, and affiliates; the Contractor and its parent companies, subsidiaries and affiliates; and our employees, directors, officers, shareholders, governors, managers and members as well as those of our service providers and Contractor. Our "Related Parties also include third parties, such as subcontractors, that you bring a Claim against at the same time you bring a Claim against us or any other Related Party.
- (ii) "Claim" means any claim, dispute or controversy between you and us (or any Related Party) that arises from or relates in any way to this Note (including any amendment, modification or extension of this Note), the Contractor Agreement, the work performed by the Contractor or a subcontractor; the Products, including maintenance and servicing of the Products; the arrangements between us and the Contractor; any of our marketing, advertising, solicitations and conduct relating to your request for credit or the Products; our collection of any amounts you owe; or our disclosure of or failure to protect any

information about you. "Claim" is to be given the broadest reasonable meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subsections (f)(iii), (f)(iv) and/or (f)(v) (the "Class Action and Multi-Party Claim Waiver"), the last sentence of subsection (j) and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Note as a whole is for the arbitrator, not a court, to decide. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind.

- (iii) "Proceeding" means any judicial or arbitration proceeding regarding any Claim. "Complaining Party" means the party who threatens or asserts a Claim in any Proceeding and "Defending Party" means the party who is a subject of any threatened or actual Claim. "Claim Notice" means written notice of a Claim from a Complaining Party to a Defending Party.
- (c) Arbitration Election; Administrator; Arbitration Rules.
- (i) A Proceeding may be commenced after the Complaining Party complies with subsection (k). The Complaining Party may commence the Proceeding either as a lawsuit or an arbitration by following the appropriate filing procedures for the court or the arbitration administrator selected by the Complaining Party in accordance with this subsection (c). If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Arbitration Provision of the Claim(s) asserted in the lawsuit. If the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative or multi-party basis, the Defending Party may then elect to demand arbitration. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If you demand that we arbitrate a Claim initially brought against you in a lawsuit, your demand will constitute your consent to arbitrate the Claim with the administrator of our choice, even if the administrator we choose does not typically handle arbitration proceedings initiated against consumers.
- (ii) Any arbitration Proceeding shall be conducted pursuant to this Arbitration Provision and the applicable rules of the arbitration administrator (the "Administrator") in effect at the time the arbitration is commenced. The Administrator will be the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, N.Y 10271, www.adr.org.; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise. The party initiating an arbitration gets to select the Administrator.
- (d) Non-Waiver. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.
- (e) Location And Costs. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the Administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the Administrator and we will not seek or accept reimbursement of any such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. We will pay the reasonable fees and costs you incur for your attorneys, experts and witnesses if you are the prevailing party in an arbitration Proceeding or if we are required to pay such amounts by applicable law or by the Administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Notwithstanding any language in this Arbitration Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

- (f) No Class Actions Or Similar Proceedings; Special Features Of Arbitration. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (i) HAVE A COURT OR A JURY DECIDE THE CLAIM; (ii) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (iii) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (iv) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (v) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- (g) *Getting Information*. In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.
- (h) Effect Of Arbitration Award. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (i) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, et seq. (the "FAA"); and (ii) Claims involving more than \$50,000 (including Claims that may reasonably require injunctive relief costing more than \$50,000). For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider from scratch any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with subsection e of this Arbitration Provision.
- (i) Governing Law. Your credit purchase of the Products involves interstate commerce and this Arbitration Provision shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. The arbitrator is bound by the terms of this Arbitration Provision. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- (j) Survival, Severability, Primacy. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or the rest of this Note, this Arbitration Provision will govern. This Arbitration Provision shall survive the full payment of any amounts due under this Note; any rescission or cancellation of this Note; any exercise of a self-help remedy; our sale or transfer of this Note or our rights under this Note; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply, except that. (A), if the Class Action and Multi-Party Claim Waiver is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Multi-Party Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.
- (k) *Pre-Dispute* Resolution Procedure. Before a Complaining Party asserts a Claim in any Proceeding (including as an individual litigant or as a member or representative of any class or proposed class), the Complaining Party shall give the Defending Party: (i) a Claim Notice providing at least 30 days' written notice of the Claim and explaining in reasonable detail the nature of the Claim and any supporting facts; and (ii) a reasonable good faith opportunity to resolve the Claim on an individual basis without the necessity of a Proceeding. If you are the Complaining Party, you must send any Claim Notice to us at WebBank, c/o Mosaic, 300 Lakeside Drive, 24th Floor, Oakland, CA 94612, Attn: Claim Notice (or such other address as we shall subsequently provide to you). If we are the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter. If the Complaining Party and the Defending Party do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Complaining Party may commence a Proceeding, subject to the terms of this Arbitration Provision. Neither the Complaining Party nor the Defending Party shall disclose in any Proceeding the amount of any settlement demand made by the Complaining Party or any settlement offer made by the Defending Party until after the arbitrator or court determines the amount, if any, to which the Complaining Party is entitled (before the application of subsection (I) of this Arbitration Provision). No settlement demand or settlement offer may be used in any Proceeding as evidence or as an admission of any liability or damages.

- (I) Special Payment. If: (i) you submit a Claim Notice in an arbitration Proceeding on your own behalf (and not on behalf of any other party) and comply with all of the requirements (including timing and confidentiality requirements) of subsection (k); (ii) we refuse to provide you with the money damages you request; and (iii) the arbitrator issues you an award that is greater than the latest money damages you requested at least ten days before the date the arbitrator was selected, then we will pay you the amount of the award or \$7,500, whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated by this subsection I.
- (m) RIGHT TO REJECT ARBITRATION PROVISION: You may reject this arbitration provision by mailing a signed rejection notice to WebBank, c/o Mosaic, Attn: Arbitration Rejection Team, 300 Lakeside Drive, 24th Floor, Oakland, CA 94612 within thirty (30) calendar days after the date of this Agreement. Any rejection notice must include your name, address, email address, and telephone number and a statement that you reject the arbitration provision in the Loan Agreement. If you reject this arbitration provision, that will not affect any other part of this Agreement. Please note that even if you rejected the arbitration provision in the Terms and Conditions that you agreed to as part of your application for credit, you will be bound by the arbitration provision in the Loan Agreement unless you reject it.

#### **STATE NOTICES:**

All Borrowers, including California/New York/Rhode Island/Utah/Vermont Residents: Credit Reporting. You authorize us to obtain your consumer report(s) and other information from consumer reporting agencies and/or other third party sources now and on an ongoing basis for use in: (i) servicing, monitoring, collecting or enforcing this loan or any loan that you may receive from us; (ii) providing your credit data to you; (iii) evaluating you for and offering you other financial products and services; and/or (iv) other related purposes. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

All Borrowers, including Missouri/Oregon/Utah/Washington Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as you and we may later agree in writing to modify it.

All Borrowers, including lowa and Kansas Residents: NOTICE TO CONSUMER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

California Residents: Married applicants may apply for a separate account.

lowa Residents: IMPORTANT: READ BEFORE SIGNING. The terms of this Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforceable. You may change the terms of this Agreement only by another written agreement.

**Maryland Residents:** To the extent, if any, that Maryland law applies to this Agreement, the Credit Grantor Closed-End Credit Provisions in Title 12, Subtitle 10 of the Commercial Law Code are hereby elected as the applicable Maryland law.

**Massachusetts Residents**: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

**New Hampshire Residents:** You shall be awarded reasonable attorney's fees if you prevail in any legal action you bring against us or we bring against you. If you successfully assert a partial defense, set-off or counterclaim against us in an action we bring against you, the court or arbitrator may withhold from us the entire amount or such portion of the attorney's fees as it considers equitable.

**New Jersey Residents:** Because certain provision of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Texas Residents: This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Married Wisconsin Residents: If you are married: (i) You confirm that this loan is being incurred in the interest of your marriage or family. (ii) No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. (iii) You understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the loan for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at WebBank, c/o Mosaic, 300 Lakeside Drive, 24th Floor, Oakland, CA 94612 Attention: Wisconsin Resident.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

# PRIVACY NOTICE (GRAMM-LEACH-BLILEY ACT)

# **FACTS**

WHAT DOES MODERN HOME, LLC ("MODERN HOME")
DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their

everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Modern Home chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Modern Home share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions? Call toll-free (855)746-7849 or go to w	vww.joinmosaic.com	'

# PAGE 2

What we do	
How does Modern Home protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
	We also restrict access to your personal information to those employees who need to know this information to perform their job duties.
How does Modern Home collect my personal information?	We collect your personal information, for example, when you
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only  sharing for affiliates everyday business purposes—information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	Our affiliates include companies with a common corporate entity under the Solar Mosaic, Inc. or Mosaic name.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	<ul> <li>Nonaffiliates we share with include financial services companies, third party lenders, financial partners, and other providers.</li> </ul>

Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	<ul> <li>Our joint marketing partners include financial companies, third party lenders, financial partners, and other providers.</li> </ul>



We don't share

	WHAT DOES WEBBANK DO \ CONNECTION WITH	WITH YOUR PERSONAL I YOUR MODERN HOM			
Why?	consumers the right to limit some but not	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.			
	The types of personal information we colle with us. This information can include:	ect and share depend on the	product or service you have		
What?	<ul><li>payment history and account bala</li><li>credit history and credit scores</li></ul>	When you are no longer our customer, we continue to share your information as described in this			
How?	All financial companies need to share custobusiness. In the section below, we list the personal information; the reasons WebBarsharing.	reasons financial companies	can share their customers'		
Reas	sons we can share your personal information	Does WebBank share?	Can you limit this sharing?		
such as to pro account(s), re	day business purposes — ocess your transactions, maintain your espond to court orders and legal investigations, credit bureaus	Yes	No		
	eting purposes – products and services to you	Yes	No		
For joint marketing with other financial companies		No	We don't share		
	tes' everyday business purposes — about your transactions and experiences	Yes	No		
For our affilia	tes' everyday business purposes – information	No	We don't share		

Call toll-free (855)746-7849 or go to www.joinmosaic.com

about your creditworthiness

For nonaffiliates to market to you

No

Who we are			
Who is providing this notice?		WebBank	
What we do			
How does WebBank protect my personal information?		ur personal information from unauthorized access and use, we use security comply with federal law. These measures include computer safeguards and and buildings.	
How does WebBank collect my personal information?	<ul><li>open</li><li>give u</li><li>pay yo</li></ul>	our personal information, for example, when you an account or apply for financing s your contact information or give us your income information our bills at your personal information from others, such as credit bureaus or other	
Why can't I limit all sharing?	Federal law gives you the right to limit only  • sharing for affiliates' everyday business purposesinformation about your creditworthiness  • affiliates from using your information to market to you  • sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.		
Definitions			
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • WebBank does not share with our affiliates.		
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • WebBank does not share with nonaffiliates so they can market to you.		
Joint marketing	financial prod	ement between nonaffiliated financial companies that together market ucts or services to you.  Bank does not jointly market.	
Other important informat	tion		
Special Notice For State R	esidents: We w	ill also comply with more restrictive state laws to the extent that they apply.	

# NOTICE OF CANCELLATION

**03/14/2020** (date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO: MOSAIC, 300 LAKESIDE DRIVE, 24<sup>TH</sup> FLOOR, OAKLAND, CA 94612, NOT LATER THAN MIDNIGHT OF 03/18/2020 .

I HEREBY CANCEL THIS TRANSACTION.

Date:	
Borrower's Signature:	

# NOTICE OF CANCELLATION

03/14/2020	(date)
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YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

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I HEREBY CANCEL THIS TRANSACTION.

Date:		
Borrower's Signature:		

# ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO TERMS OF HOME IMPROVEMENT LOAN PACKAGE ("Home Improvement Loan Package")

By signing below, you acknowledge receipt and agree to the terms of the following documents:

- 1. CONSENT TO ELECTRONIC COMMUNICATIONS AND DISCLOSURES;
- 2. AUTHORIZATION TO OBTAIN CONSUMER REPORTS & TO SHARE INFORMATION;
- 3. HOME IMPROVEMENT LOAN AGREEMENT, PROMISSORY NOTE, AND TRUTH IN LENDING ACT DISCLOSURES (WHICH INCLUDES AN ARBITRATION PROVISION) (together "Home Improvement Loan Agreement");
- 4. AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (if applicable);
- 5. PRIVACY NOTICE (GRAMM-LEACH-BLILEY ACT) AND
- 6. NOTICE OF RIGHT TO CANCEL—TWO (2) FORMS TO BE EXECUTED IF YOU WISH TO EXERCISE RIGHT.

THE HOME IMPROVEMENT LOAN AGREEMENT INCLUDES AN ARBITRATION AGREEMENT, WHICH UNLESS YOU ARE A MILITARY LENDING ACT COVERED BORROWER, WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US OR BETWEEN YOU AND CONTRACTOR. FOR EXAMPLE, WE (OR THE INSTALLATION CONTRACTOR) MAY REQUIRE YOU TO ARBITRATE ANY CLAIM YOU INITIATE. IF SO, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. YOU HAVE A RIGHT TO REJECT THE

ARBITRATION AGREEMENT AS SET FORTH IN THE HOME IMPROVEMENT LOAN AGREEMENT.

YOU AND WE AGREE TO THE TERMS OF THIS HOME IMPROVEMENT LOAN PACKAGE, INCLUDING THE ARBITRATION PROVISION. YOU ACKNOWLEDGE THAT, BEFORE SIGNING THIS HOME IMPROVEMENT LOAN PACKAGE, YOU RECEIVED AND READ IT.

YOU FURTHER ACKNOWLEDGE THAT NO PERSON HAS PERFORMED ANY ACT AS BROKER IN CONNECTION WITH THE MAKING OF THIS HOME IMPROVEMENT LOAN.

Borrower Signature:    Docusigned by:	
Borrower Name Print: Nichole Cassid	<u> </u>
Date: 03/14/2020	

# **Brent Dugger**

From:

**Brent Dugger** 

Sent:

Thursday, October 1, 2020 10:32 AM

To:

'sarah@solartitan.usa'

Cc:

Patricia Kirk

Subject:

Solar - Greeneville, TN

## **Good Morning Sarah:**

At the present time, Greeneville Light & Power System is no longer a participant in the TVA solar programs. In the 9 or 10 years GL&PS was a participant in the TVA solar program, we had very few customer requests and very little customer follow-thru regarding solar installations in Greene County. Thus when TVA started phasing out their customer incentives, our GL&PS Board of Directors made the decision to no longer participate in the TVA Green Power Providers Program.

Therefore since we are no longer a solar program participant, we do not require an Interconnection Agreement, Interconnection/Application Fees, or a Permission to Operate letter. Please feel free to contact me should you need any additional information.

Sincerely,

Brent Dugger
Energy Services Coordinator
Greeneville Light & Power System
P.O. Box 1690
Greeneville, TN 37744-1690
bdugger@glps.net

The Buyer(s) listed above hereby jointly and severally agree to purchase the goods and/or services listed, in accordance with the prices and terms described on the front and reverse of this Agreement, and Buyer(s) have requested that such goods or services be installed or provided at the Buyer(s) address listed on the front side of this Agreement. Ideal horizon Benefits LLC/Solar Titan USA LLC hereby agrees to install or cause to be installed the goods or services listed in this Agreement, at the Buyer(s) address listed on the front side of this agreement.

The Buyer(s) agree to pay for the cost of goods or services purchased as described below. The Buyer(s) accepts such financing agreement for the purchase as is contained on separate financing documents. Buyer(s) will provide reasonable access to the property and the area on which the work will be performed, including access to electrical outlets as may be required by the contractor. Buyer(s) agree that ideal Horizon Benefits LLC/Solar Titan USA LLC may utilize photographs of property and installation on social media and in promotional advertising.

Buyer(s) grant Ideal Horizon Benefits LLC/Solar Titan USA LLC the right to place signage on the property during the Installation process. In the event that the Owner fails to provide payment as required, upon completion of the installation of the panels, Ideal Horizon Benefits LLC/ Solar Titan USA LLC has the right to remedy the situation under any means available under state law. Final payment shall be made within 24 hours of installation, if a cash transaction and signed off and verbally confirmed on the same day as installation with financian company if financed. The Owner shall provide Ideal Horizon Benefits LLC/Solar Titan USA LLC will repair or correct or complete the work included in the written description if deemed appropriate, Buyer(s) agree to pay any expenses incurred by Ideal Horizon Benefits LLC/Solar Titan USA LLC will repair or correct or complete the work included in the written description if deemed appropriate, Buyer(s) agree to pay any expenses incurred by Ideal Horizon Benefits LLC/Solar Titan USA LLC to collect any unpaid balance. The Buyer(s) have the right to cancel this agreement by midnight of the third business day dated on the front of this Agreement. Written cancellation by email or U.S. certified mail will be excepted.

Late cancellation/default: If financing terms have been approved, materials ordered, and Buyer(s) attempt to cancel subsequent to midnight of the third business day after the date of the agreement, and Ideal Horizon Benefits LLC/ Solar titan USA LLC agrees to accept such late cancellation, then Buyer(s) agrees to pay Ideal Horizon Benefits LLC/ Solar Titan USA LLC a cancellation fee equal to 20% of the purchase price to offset a portion of materials, labor, and administrative costs. If Buyer(s) are in default of the Agreement, Buyer(s) agree to pay Ideal Horizon Benefits LLC/ Solar Titan USA LLC's attorney fees equal to 15% of the defaulted amount or as otherwise allowed by law. Buyer also agrees to pay any other costs or expenses of repossession, collection, or realization on and security including court costs, to any extent not prohibited by law.

Arbitration of Disputes: Ideal Horizon Benefits LLC/Solar Titan USA LLC and Buyer(s) agree that any and all disputes, claims, or controversies (Claims), arising under or relating to this contract and any related documents, loans, security instruments, accounts, including by way of example and not as a limitation: (I) the relationships and the transactions arising from this contract; (II) the terms of this contract; (III) the validity of this contract or the validity or enforceability of this arbitration agreement, shall be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing rules and procedures of the Commercial Rules of the American Arbitration Association, to be held and arbitrated in the judicial district in which the Buyer(s) reside. The Buyer(s) agree that they will not assert a claim on the behalf of, or as a member of, a group or class. The findings of the arbitrator, and any award or finding from the arbitration will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for arbitration will be filed by the party asserting the claim with the other party to the contract and with the American Arbitration Association. Any arbitration proceeding brought under this contract, and any award, finding or verdict of or from such proceeding shall remain confidential between the parties and shall not be made public. Both Buyer(s) and ideal Horizon Benefits LLC/Solar Titan USA LLC are hereby agreeing to use arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. By entering into this contract and this arbitration provision, both parties are giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately. Bure agrees not to use any dispute decided in a court of law before a jury, and instead are accepting

Buyer(s) clearly understands that standard solar systems do not include a battery backup or generator unless specifically added and written in detailed notes.

Rebates and Incentives: Ideal Horizon Benefits LLC/Solar Titan USA LLC and Buyer(s) agree that any rebates, tax credits, and power company incentives are not guaranteed by Ideal Horizon Benefits LLC/ Solar Titan USA LLC. All items known to exist to the best of our knowledge will be presented, but it is the responsibility of the Buyer(s) to ensure incentives are available and they will qualify. There are qualifications for all programs and if Buyer(s) do not qualify or if the item is unavailable at the time of application, Ideal Horizon Benefits LLC/Solar Titan USA LLC will got the held flable.

Manufacturer warrants function and reliability of the Solar Panels. Installation Contractor warrants all labor and direct and specific penetration points for 60 months. There are no implied warranties other than those stated in writing by the manufacturer of the goods provided or by the

Delay/Unknown Conditions: Events beyond the control of the Contractor, such as Power Company delays, Homeowner Association delays, acts of God, labor strikes, inclement weather, terrorism, material shortages, Buyer's inability to qualify for or obtain financing, or other events resulting in delays in performance of this agreement do not constitute abandonment and are not included in the calculation time frames for performance by Ideal Horizon Benefits LLC/Solar Titan USA LLC, in the event that Ideal Horizon Benefits LLC/ Solar Titan USA LLC determines that this Agreement cannot be performed as intended by the parties due to incorrect pricing/measurements, unforeseen structural defects or pre-existing conditions to the Buyer(s) property, Ideal Horizon Benefits LLC/ Solar Titan USA LLC may cancel this Agreement within 90 days of its execution, notify the Buyer(s) of such cancellation in writing and return all monies paid by the Buyer(s).

installation contractor, which shall be effective only upon payment in full of the purchase price hereunder. Ideal Horizon Benefits LLC/ Solar Titan USA LLC is not responsible for acts of nature or conditions beyond its control.

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BUYER #2	Pho Pho	one Date	
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Hardware, Electric Breaker, Diagrams & Pe			
Hyper Package: \$3,995 Value	WOW Conservation Pron		
Energy Boost & Monitoring System w/App	Attic Entrance Seal & LE		Shingle
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Mount: Ground or Roof	Battery/Generate	or Roof: Metal or	
Mount: Ground or Roof If ground +\$1,000 Utility Company	Battery/Generatory Yes/No	Or Roof: Metal or If Metal +	
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From: Elizabeth A. Bendell

To: RB Complaints

Subject: RE: Possible Referral to Contractor Board: Consumer Affairs Complaint #C202008053

Date: Wednesday, October 14, 2020 2:25:27 PM

Attachments: image002.png

image003.png

#### Good Afternoon,

Yes, please open a contractors board complaint as this would fall within their jurisdiction.

Thank you!

Liz



Elizabeth Bendell | Associate General Counsel, Regulatory Boards Legal Division Davy Crockett Tower, 12<sup>th</sup> Floor 500 James Robertson Parkway, Nashville, TN 37243 p. 615-770-5794 f. 615-532-4750 elizabeth.a.bendell@tn.gov

From: RB Complaints < RB.Complaints@tn.gov> Sent: Wednesday, October 14, 2020 1:03 PM

**To:** Elizabeth A. Bendell <Elizabeth.A.Bendell@tn.gov>

Subject: Possible Referral to Contractor Board: Consumer Affairs Complaint #C202008053

Good afternoon, Ms. Bendell:

Centralized Complaints received the attached Consumer Affairs Complaint regarding a company that installs solar panels. My instinct is to clone this to Contractors as the amount of the project seems to place it within jurisdiction, but I wanted to reach out to you and make sure that this installation would require a contractors license. I was unable to locate a license for this respondent. Please, advise at your earliest convenience.

Thank you so much, and I hope you are having an excellent week!

Sincerely,



**Amber Mckenzie** | Administrative Assistant III Tennessee Department of Commerce and Insurance Davy Crockett Tower, 8<sup>th</sup> Floor 500 James Robertson Parkway, Nashville, TN 37243 tn.gov/commerce | Facebook | Instagram | Twitter

Learn more about our other valuable resources: <u>Verify a license</u> | <u>Renew a License</u> | <u>Speaker Request</u> | <u>Consumer Tools</u> | <u>File a Complaint</u>

**Your opinion matters!** Customer Service is not a goal, it is our responsibility! Please take a few moments to let us know how we are doing and what we can do better by filling out the following survey <a href="http://tn.gov/commerce/article/regulatory-board-survey">http://tn.gov/commerce/article/regulatory-board-survey</a>. **Your feedback is appreciated.** 

Confidentiality Notice: This email is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient or an employee or agent responsible for delivering the message to the intended recipient, is prohibited.



11/03/2020

NICHOLE MESHON CASSIDY 35 WOODCREST DRIVE GREENEVILLE, TN 37745

RE: Solar Titan Usa

File Number C202008053

Dear Nichole Meshon Cassidy:

Thank you for filing a complaint with the Division of Consumer Affairs. We will work to mediate this dispute on your behalf. All mediations conducted by the Division are voluntary, and we cannot guarantee any results. For future reference, this matter has been assigned file number C202008053, and we ask that you refer to this file number in all future correspondence.

A Consumer Specialist has been assigned to handle your complaint and will contact you in writing as soon as there is information to share. In the meantime, if you reach a separate settlement with Solar Titan Usa, please let us know in writing. Otherwise, please feel free to contact us by mail, email, phone or fax with any additional information relevant to your file.

Sincerely,

Barbara Boswell Consumer Specialist II 615-532-8579 FAX: 615-532-4994 barbara.boswell@ag.tn.gov



11/03/2020

SOLAR TITAN USA 800 SOUTH GAY STREET SUITE 700 KNOXVILLE, TN 37929

RE: NICHOLE MESHON CASSIDY

File Number C202008053

Dear Solar Titan Usa:

The Tennessee Division of Consumer Affairs has received a complaint from NICHOLE MESHON CASSIDY regarding your business practices. The Division of Consumer Affairs serves as the central clearinghouse for consumer complaints regarding individuals and businesses in the State of Tennessee as well as those outside the State that do business with Tennessee consumers. All complaints filed with Consumer Affairs are a matter of public record.

We request that you respond to the enclosed complaint in writing within twenty-one (21) calendar days from the date of this letter. For your convenience, you may mail, email or fax your response. Please reference the consumer's name and file number on all communications. After your reply is received, a copy will be sent to Nichole Meshon Cassidy and a written response will be requested. If Nichole Meshon Cassidy has additional concerns, those concerns will be forwarded to you so that you may have an opportunity to provide an updated response.

If you require assistance or have questions regarding the complaint and mediation process, please contact me at my direct line and email address below.

Sincerely,

Barbara Boswell Consumer Specialist II 615-532-8579 FAX: 615-532-4994 barbara.boswell@ag.tn.gov

From: Barbara Boswell

Sent: Tuesday, November 3, 2020 9:36 AM

**To:** nicholem.king@gmail.com

Subject: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Attachments: C202008053 TC IL.pdf; NEW COMPLAINT PROCESS.pdf

# Ms. Cassidy,

Good morning! The Tennessee Division of Consumer Affairs has received your complaint. Solar Titan USA has been notified. They have 21 days to respond. Once I've received their response I will send it to you. Attached is our complaint process. Please read, as this explains what DCA can and cannot do concerning our process.

Thank you,



Barbara Boswell | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207
Nashville, TN 37202-0207
p. 615-532-8579
barbara.boswell@ag.tn.gov
www.tn.gov/consumer



12/15/2020

SOLAR TITAN USA 11205 OUTLET DRIVE KNOXVILLE, TN 37932

RE: NICHOLE MESHON CASSIDY

File Number C202008053

Dear Solar Titan Usa:

The Tennessee Division of Consumer Affairs has received a complaint from NICHOLE MESHON CASSIDY regarding your business practices. The Division of Consumer Affairs serves as the central clearinghouse for consumer complaints regarding individuals and businesses in the State of Tennessee as well as those outside the State that do business with Tennessee consumers. All complaints filed with Consumer Affairs are a matter of public record.

We request that you respond to the enclosed complaint in writing within twenty-one (21) calendar days from the date of this letter. For your convenience, you may mail, email or fax your response. Please reference the consumer's name and file number on all communications. After your reply is received, a copy will be sent to Nichole Meshon Cassidy and a written response will be requested. If Nichole Meshon Cassidy has additional concerns, those concerns will be forwarded to you so that you may have an opportunity to provide an updated response.

If you require assistance or have questions regarding the complaint and mediation process, please contact me at my direct line and email address below.

Sincerely,

Barbara Boswell Consumer Specialist II 615-532-8579 FAX: 615-532-4994 barbara.boswell@ag.tn.gov 11/24/2020

# **IMMEDIATE ATTENTION - FINAL NOTICE**

SOLAR TITAN USA 800 SOUTH GAY STREET SUITE 700 KNOXVILLE, TN 37929

RE: Nichole Meshon Cassidy File Number C202008053

Dear Solar Titan Usa:

This letter is our second attempt to obtain a response from you regarding Nichole Meshon Cassidy's complaint. The Division of Consumer Affairs serves as the central clearinghouse for consumer complaints regarding unfair or deceptive business practices affecting Tennessee consumers.

Please respond in writing to our office within fourteen (14) calendar days from the date of this letter. For your convenience, you may mail, email or fax your response.

Please reference the consumer's name and file number on all communications. If you require assistance or have questions regarding the complaint and mediation process, please contact me at my direct line and email address below.

Sincerely,

Barbara Boswell Consumer Specialist II 615-532-8579 FAX: 615-532-4994 barbara.boswell@ag.tn.gov

From: Richard Atnip <info@theidealhorizon.com>
Sent: Wednesday, December 16, 2020 8:39 AM

To: Barbara Boswell
Cc: Sarah-Solar Titan USA

**Subject:** Division of Consumer Affairs (Nicole Cassidy) **Attachments:** thumbnail\_IMG\_1426.jpg; thumbnail\_IMG\_1425.jpg

To: Whom It May Concern

Nicole and James Cassidys' Solar System has been completely and professionally installed and has already passed final state inspection. The system is producing exactly as it was designed, the consumer has an app that can be accessed at any time to see the production of their system. TVA and the local power providers do not provide a PTO in Tennessee.

The consumer does have the option to add a battery backup of which would store the over production from the daytime production and use that power at night rather than the over -production going back to the grid and continuing to give their power back to the electric company for Free. It is impossible to us to know the percentage of daytime versus nighttime usage, each customers living habits make it unique to them. It seems that the Cassidy's nighttime usage well exceeds their daytime usage so therefore without a battery their total offset is less than what they would like to see. We would be happy to offer a battery back up at an existing customer price rather than retail pricing. We have communicated with this customer extensively and their interpretation of the power company saying they do not participate in the TVA solar program meaning that they cannot have solar . That is not correct at all and we do not sell solar systems with any guarantee of TVA programs. Our contractors can say that TVA does have a program available for participating electric companies and if the electric company does participate in a TVA buyback program that we will help facilitate the paperwork with them.

The Cassidy family has been unreasonable with the expectation and ability of the systems capability of which represents and looks like nothing other than buyer's remorse for whatever reason after speaking with the electric company. The electric company of course never wants to lose a lifetime consumer. We have been very attentive to this consumer and have called this consumer many times. We have talked with the consumer multiple times and had lengthy conversations explaining the wonderful benefits from their completed system, this is still not satisfactory to the consumer, after the fact and after the installation was complete. We have shared with the Cassidy's that we always go over above and beyond to satisfy our customers within reason.

Attached is a graph showing the production of the Cassidy system.

Please let us know that you have received our response to their complaint.

Regards
Ideal Horizon Benefits/Solar Titan USA

Tacar Horizon Benefits, Solar Heart 63,

From: Richard Atnip <info@theidealhorizon.com>
Sent: Wednesday, February 10, 2021 4:06 PM

To: Barbara Boswell
Cc: Sarah-Solar Titan USA

Subject: Re: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Hi Ms. Boswell

Sorry for the delay, Sarah did say that she spoke with you.

Our response is the same as our prior response that was a very detailed response to the original complaint.

We are always here for anything you need.

Regards
Richard Atnip
Ideal Horizon Benefits/ Solar Titan USA

From: Barbara Boswell <Barbara.Boswell@ag.tn.gov>

**Sent:** Wednesday, February 10, 2021 2:07 PM **To:** Richard Atnip <info@theidealhorizon.com>

Subject: RE: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Mr. Atnip,

Good afternoon! As of today, I have not received Solar Titan's response to Ms. Cassidy's additional concerns. It was due on Monday February 8<sup>th</sup>. I have attached her concerns. Please review and respond by the 24<sup>th</sup> of February.

Thank you,



Barbara Boswell | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207
Nashville, TN 37202-0207
p. 615-532-8579
barbara.boswell@ag.tn.gov
www.tn.gov/consumer

We've moved! As of October 1, 2019, the Division of Consumer Affairs is now part of the Tennessee Attorney General's Office and no longer a division of the Department of Commerce & Insurance. The work that the Division of Consumer Affairs does will not change, and staff phone numbers, fax number and website address will all remain the same. However, please note the change in my email address. Mail intended for the Division of Consumer Affairs should be addressed to P.O. Box 20207, Nashville, TN 37202-0207.

From: Richard Atnip <info@theidealhorizon.com>

Sent: Monday, January 25, 2021 10:41 AM

**To:** Barbara Boswell <Barbara.Boswell@ag.tn.gov> **Cc:** Sarah-Solar Titan USA <sarah@solartitanusa.com>

Subject: Re: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Hi Barbara

I will have the Operations Manager- Sarah Kirkland contact you to verbally discuss and see your recommendations because it looks like we are running in circles with this consumer, we did respond to their original complaint in detail but now the consumer is trying to add smoke to the new complaint. We were very detailed with our response to the same issues that are embedded within this new updated complaint.

Regards

Richard Michael Atnip

865-392-1036

From: Barbara Boswell <Barbara.Boswell@ag.tn.gov>

**Sent:** Monday, January 25, 2021 9:40 AM **To:** Richard Atnip <info@theidealhorizon.com>

Subject: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Mr. Atnip,

Good morning! On January 7<sup>th</sup>, I emailed additional concerns by Ms. Cassidy. Your response was due on the 21<sup>st</sup> of January. As of today, I have not received it. Please do so by the 8<sup>th</sup> of February.

Thank you,



**Barbara Boswell** | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207 Nashville, TN 37202-0207 p. 615-532-8579 barbara.boswell@ag.tn.gov www.tn.gov/consumer



12/17/2020

NICHOLE MESHON CASSIDY 35 WOODCREST DRIVE GREENEVILLE, TN 37745

RE: File Number C202008053

Dear Nichole Meshon Cassidy:

We are forwarding here a copy of Solar Titan Usa's response to your complaint. Please review this response and inform us if it is acceptable to you or if you have a counteroffer to propose. It is necessary for your response to be in writing so that it can be added to your file.

We would appreciate your prompt attention to this matter. If your complaint has otherwise been resolved, please inform us in writing of the terms and conditions of any such resolution, including any monetary amount received, product replaced, service provided, or any other relevant term(s). If we do not hear from you within twenty-one (21) calendar days from the date of this letter, we will assume the complaint has been concluded and your file will be closed.

Thank you for your assistance in addressing this matter.

Sincerely,

Barbara Boswell Consumer Specialist II 615-532-8579 FAX: 615-532-4994 barbara.boswell@ag.tn.gov

Enclosure

From: Barbara Boswell

Sent: Thursday, December 17, 2020 8:33 AM

**To:** nicholem.king@gmail.com

Subject: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

**Attachments:** C202008053 FR RESPONSE.pdf; C202008053 FR DOCUMENT 1.jpg; C202008053 FR

DOCUMENT 2.jpg; C202008053 TC R'S RESPONSE.pdf

Ms. Cassidy,

Good morning! Attached is Solar Titan's response. Please review and respond by the 7<sup>th</sup> of January.

Thank you,



Barbara Boswell | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207
Nashville, TN 37202-0207
p. 615-532-8579
barbara.boswell@ag.tn.gov
www.tn.gov/consumer

From: Nichole Cassidy <nicholem.king@gmail.com>

Sent: Wednesday, January 6, 2021 5:55 PM

To: Barbara Boswell

Subject: Re: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Ms. Boswell,

I am writing to discuss the expected response received from Solar Titan with regards to our complaint, file number C202008053.

Our solar panel system was installed, and the panels do produce electricity according to the app we have downloaded. The problem is that we are not able to power our home with the energy produced because our electric company does not participate in solar programs. This is the issue we have tried to resolve with Solar Titan since April 2020. The energy produced is going directly back to the grid for Greeneville Light and Power System to use and sell to other consumers. I am not sure what is unreasonable about expecting a \$30,000 system to work for us as we were told by the salesman of the company it would.

At the time that Mr. Jason Horton sold us the system, we were told the only reason we would need a battery backup is if we had someone in the home on life support or if we had regular power outages that last longer than an hour at a time. Since installation, we are paying for both the solar panel system and a full electric bill. The panels are not benefitting us in any way. When asked, Mr. Horton told us we did not need to contact Greeneville Light and Power or obtain any permits because the process was, in his words, "turnkey" as he indicated on the paperwork he left with us. After having talked with Brent Dugger, the Energy Services Coordinator of Greeneville Light and Power since that time, we have learned that if the GL&PS had been contacted, Solar Titan would have been informed that they do not participate in solar programs and TVA does not participate in buy back. I do believe Sarah Kirkland has the email from Mr. Dugger dated Thursday, October 1st, 2020 at 1032 informing her and Solar Titan that they no longer participate in the TVA Green Power Providers Program. I can forward that email if you do not already have it on record. We have not seen a reduction in our electric bill. Mr. Horton estimated that the solar panel system we purchased would cover most, if not all, of the energy consumed in our home on average. He explained that our electric bill would be offset by the cost of the solar panel system, and that our monthly electric bill would be minimal. That sounds like a great selling point.

Solar Titan claims they have communicated with us extensively. Solar Titan's response has been that the panels are producing and want to sell us another piece of equipment, a battery, that costs in excess of \$15,000 to benefit from a system that we were initially told did not need any additional investment. If Mr. Horton had done his research and all the information above had been presented to us beforehand, we certainly would not have made this decision. Solar Titan can call it buyer's remorse. It is dishonest at best. We cannot be the only household with this issue with Solar Titan if this is how they run their business.

In my initial communications with Mr. Gary Stanfill, I requested that the solar panels be removed from our roof and our debt wiped clean. I stand by that request.

Sincerely,

Nichole and James Cassidy

On Thu, Dec 17, 2020 at 9:32 AM Barbara Boswell <a href="mailto:Barbara.Boswell@ag.tn.gov">Barbara.Boswell@ag.tn.gov</a> wrote:

Ms. Cassidy,

Good morning! Attached is Solar Titan's response. Please review and respond by the 7<sup>th</sup> of January.

Thank you,



**Barbara Boswell** | Consumer Specialist Office of Tennessee Attorney General

Division of Consumer Affairs

P.O. Box 20207

Nashville, TN 37202-0207

p. 615-532-8579

barbara.boswell@ag.tn.gov

www.tn.gov/consumer



01/07/2021

SOLAR TITAN USA 11205 OUTLET DRIVE KNOXVILLE, TN 37932

**RE:** Additional Concerns

Nichole Meshon Cassidy File Number C202008053

Dear Solar Titan Usa:

We have received additional information from Nichole Meshon Cassidy concerning the complaint filed against Solar Titan Usa, enclosed herein for your review.

Please respond to us in writing regarding these additional concerns no later than fourteen (14) calendar days from the date of this letter. For your convenience, you may mail, email or fax your response. Please reference the consumer's name and file number on all communication. If you need assistance, my direct line and email address are below.

Sincerely,

Barbara Boswell Consumer Specialist II 615-532-8579 FAX: 615-532-4994 barbara.boswell@ag.tn.gov

Enclosure

From: Barbara Boswell

Sent: Wednesday, February 10, 2021 1:07 PM

**To:** Richard Atnip

Subject: RE: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Attachments: C202008053FCADDITIONALCONCERNS (2).pdf

# Mr. Atnip,

Good afternoon! As of today, I have not received Solar Titan's response to Ms. Cassidy's additional concerns. It was due on Monday February 8<sup>th</sup>. I have attached her concerns. Please review and respond by the 24<sup>th</sup> of February.

Thank you,



Barbara Boswell | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207
Nashville, TN 37202-0207
p. 615-532-8579
barbara.boswell@ag.tn.gov
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From: Richard Atnip <info@theidealhorizon.com> Sent: Monday, January 25, 2021 10:41 AM

**To:** Barbara Boswell <Barbara.Boswell@ag.tn.gov> **Cc:** Sarah-Solar Titan USA <sarah@solartitanusa.com>

Subject: Re: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Hi Barbara

I will have the Operations Manager- Sarah Kirkland contact you to verbally discuss and see your recommendations because it looks like we are running in circles with this consumer, we did respond to their original complaint in detail but now the consumer is trying to add smoke to the new complaint. We were very detailed with our response to the same issues that are embedded within this new updated complaint.

## Regards

Richard Michael Atnip

865-392-1036

From: Barbara Boswell <Barbara.Boswell@ag.tn.gov>

Sent: Monday, January 25, 2021 9:40 AM
To: Richard Atnip <info@theidealhorizon.com>

Subject: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Mr. Atnip,

Good morning! On January 7<sup>th</sup>, I emailed additional concerns by Ms. Cassidy. Your response was due on the 21<sup>st</sup> of January. As of today, I have not received it. Please do so by the 8<sup>th</sup> of February.

Thank you,



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From: Richard Atnip <info@theidealhorizon.com>
Sent: Monday, January 25, 2021 10:41 AM

To: Barbara Boswell
Cc: Sarah-Solar Titan USA

Subject: Re: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

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Regards

Richard Michael Atnip

865-392-1036

From: Barbara Boswell <Barbara.Boswell@ag.tn.gov>

**Sent:** Monday, January 25, 2021 9:40 AM **To:** Richard Atnip <info@theidealhorizon.com>

Subject: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Mr. Atnip,

Good morning! On January 7<sup>th</sup>, I emailed additional concerns by Ms. Cassidy. Your response was due on the 21<sup>st</sup> of January. As of today, I have not received it. Please do so by the 8<sup>th</sup> of February.

Thank you,



Barbara Boswell | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207
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barbara.boswell@ag.tn.gov
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Affairs does will not change, and staff phone numbers, fax number and website address will all remain the same. However, please note the change in my email address. Mail intended for the Division of Consumer Affairs should be addressed to P.O. Box 20207, Nashville, TN 37202-0207.

From: Barbara Boswell

Sent: Thursday, February 11, 2021 9:36 AM

**To:** nicholem.king@gmail.com

Subject:COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USAAttachments:C202008053 FR RESPONSE.pdf; C202008053 TC MEDIATION COMPLETE.pdf

Ms. Cassidy,

Good morning! Attached is Solar Titan's response. Since their response remains unchanged, unfortunately, DCA will be closing your complaint. Attached is our closing letter.

Thank you,



Barbara Boswell | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207
Nashville, TN 37202-0207
p. 615-532-8579
barbara.boswell@ag.tn.gov
www.tn.gov/consumer



02/11/2021

NICHOLE MESHON CASSIDY 35 WOODCREST DRIVE GREENEVILLE, TN 37745

RE: Solar Titan Usa

File Number C202008053

# Dear NICHOLE MESHON CASSIDY:

Thank you for submitting a complaint to the Division of Consumer Affairs regarding the above-mentioned company. Unfortunately, our attempts to mediate your dispute have been unsuccessful, and your case is being closed. However, your complaint will become part of our public records and may be shared with other consumers inquiring about this company.

You may want to consult legal counsel regarding your legal rights under the Tennessee Consumer Protection Act of 1977 or any other law that might be applicable to the issues stated in your complaint. For more information on legal resources and access to consumer materials, please visit our website at <a href="http://www.tn.gov/consumer">http://www.tn.gov/consumer</a>. Please keep in mind that the filing of a complaint with this office does not toll or stop the running of any statute of limitations which may exist on filing a lawsuit.

We are now closing your file. However, please do not hesitate to contact us if you receive any additional information regarding these issues or if we can be of assistance regarding another matter.

Sincerely,

Barbara Boswell Consumer Specialist II 615-532-8579 FAX: 615-532-4994

barbara.boswell@ag.tn.gov

From: Barbara Boswell

Sent: Thursday, January 7, 2021 10:10 AM

**To:** Richard Atnip

Subject: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Attachments: C202008053 FC ADDITIONAL CONCERNS.pdf; C202008053 TR C'S ADDITIONAL

CONCERNS.pdf

Mr. Atnip,

Good morning! Attached is Ms. Cassidy's additional concerns. Please review and respond by the 21<sup>st</sup> of January.

Thank you,



Barbara Boswell | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207
Nashville, TN 37202-0207
p. 615-532-8579
barbara.boswell@ag.tn.gov
www.tn.gov/consumer

From: Barbara Boswell

Sent: Monday, January 25, 2021 8:40 AM

**To:** Richard Atnip

Subject: COMPLAINT C202008053, NICHOLE MESHON CASSIDY, SOLAR TITAN USA

Attachments: C202008053FCADDITIONALCONCERNS (1).pdf;

C202008053TRC\_SADDITIONALCONCERNS.pdf

Mr. Atnip,

Good morning! On January 7<sup>th</sup>, I emailed additional concerns by Ms. Cassidy. Your response was due on the 21<sup>st</sup> of January. As of today, I have not received it. Please do so by the 8<sup>th</sup> of February.

Thank you,



Barbara Boswell | Consumer Specialist Office of Tennessee Attorney General Division of Consumer Affairs P.O. Box 20207
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# **ATTACHMENT 3**

List of Consumers who have Filed DCA Complaints Since Jan. 18, 2023

Matter #	Matter Name	Received	NOTE
23002032	Brenda Young l vs Solar TITAN	2/21/2023	
23002030	Rebecca Kojetin Mary vs Solar Titan USA	2/21/2023	
23002027	Jacquelyn Almarode vs Solar Titan	2/21/2023	
23002023	Craig Marlow vs Solar Titan USA	2/21/2023	
23002010	Bradley Klein Jason vs Solar Titan	2/20/2023	
23001995	Joshua Bean vs Solar Titan USA	2/20/2023	
23001988	Jon Perry Lowell vs Solar Titan USA	2/20/2023	i
23001966	Ray Hoffman vs Solar Titan USA	2/19/2023	
23001947	Josh Hannah vs Solar titan usa	2/18/2023	i
23001889	Caleb Wesler vs Solar Titan USA and Mosaic	2/16/2023	
23001855	Leahr Campbell vs Solar Titan USA	2/15/2023	
23001852	Deborah G Tankersley vs Solar Titan USA	2/15/2023	i e e e e e e e e e e e e e e e e e e e
23001849	Cornel Varnado vs Solar Titan USA		Original complaint filed 2/2/2023
23001836	Philip Clark Hansel, III vs Solar Titan USA	2/15/2023	-
23001827	Michael Neil Revord vs Solar Titan-Ideal Horizon Bene		i
23001819	Doug Alan Ruter vs Solar Titan	2/15/2023	i
23001804	Martha L Davis vs Solar Titan USA	2/14/2023	
23001781	Kasey Tyson vs Solar Titan USA	2/14/2023	•
23001802	Linda J Eggleston vs Solar Titan USA	2/14/2023	
23001798	Ronald Lynn Wilson vs Solar Titan USA	2/14/2023	
23001788	Laura J Harris vs Ideal Horizon and Mosaic	2/14/2023	i
23001730	Jordan Alerich Nechkash vs Solar Titan USA	2/13/2023	
23001754	James Alexander vs Solar Titan USA	2/14/2023	
23001743	Edward Mullett vs Solar Titan USA	2/14/2023	
23001727	Pamela Ann Hickcox vs Solar Titan	2/13/2023	
23001719	Danny L Pursley vs Solar Titan USA	2/13/2023	i
23001690	Linda Ann Wolfenbarger vs Solar Titan USA		Original complaint filed 7/21/2021
23001683	Lonnie G Ward vs Solar Titan USA	2/13/2023	
23001675	Kent Boyd Ketner vs Solar Titan USA	2/13/2023	i
23001654	David Nevitt vs Solar Titan	2/12/2023	•
23001639	Daniel Beaty vs Solar Titan	2/11/2023	
23001651	Tyler Bryant Kendall vs Solar titan	2/12/2023	i
23001634	Russell Scott Troope vs Solar Titan USA	2/10/2023	
23001628	Amanda Webb vs Solar Titan USA	2/10/2023	
23001619	Sara Johnson vs Solar Titan USA	2/10/2023	
23001618	Angela M Whitt vs Solar Titan	2/10/2023	
23001613	Danny R. Glasgow vs Solar Titan USA	2/10/2023	
23001612	Rebecca Suzanne Hardee vs Solar Titan	2/10/2023	i
23001605	Robert Ralph Roberts vs Solar Titan USA	2/10/2023	
23001602	Kevin Clark Jones vs Solar Titan	2/10/2023	i
23001600	Lawrence Manuel Lee vs Solar Titan USA	2/10/2023	i
23001595	Daniel Toledo , Jr. vs Solar Titan	2/10/2023	
23001594	Linda Ann Hansen vs Solar Titan USA	2/10/2023	i
23001580	Kevin Rudolph Shook, Sr. vs Solar titan	2/9/2023	
23001569	Mike W Whitlow vs Solar Titan USA	2/9/2023	i e e e e e e e e e e e e e e e e e e e
23001556	Robin Jenkins vs Solar Titan USA	2/9/2023	i
23001563	Margaret Elaine Baze vs Solar Titan USA	2/9/2023	i
23001563	Gail Seal vs Solar Titan USA	2/9/2023	i
23001542	Celia Black vs Solar Titan USA	2/9/2023	
23001538	Harry Scott Aalderink vs Solar Titan USA	2/9/2023	
23001536	Michael Bruce Thornton vs Solar Titan USA	2/9/2023	
23001330	MICHAEL DI ACE THOTHLOH VS SOIDL HILDH USA	2/3/2023	

22004522	In 1 . 5 . 10 . 1 . 6 . 1 . 7"	2 /0 /2022	Г
23001533	Robert Earl Gray, Jr. vs Solar Titan	2/9/2023	
23001520	Thu Minh Pham vs Solar Titan USA	2/8/2023	
23001514	Charles Tillman vs Solar Titan	2/8/2023	
23001512	Joshua McNeely vs Solar Titan USA	2/8/2023	
23001496	Rodney Lynn Petty vs Solar Titan USA	2/8/2023	
23001471	Vickie L Haberbosch vs Solar Titan USA	2/8/2023	
23001469	Scarlett Rebekah Newman vs Solar Titan USA	2/7/2023	
23001459	Gregory James Benson vs Solar Titan USA	2/7/2023	i
23001462	Gary Ross Curtis vs Solar Titan USA	2/7/2023	
23001455	Robert Locey vs Solar Titan USA	2/7/2023	
23001454	Adam J Schoenthaler vs Solar Titan USA	2/7/2023	
23001447	Steven McKenna vs Solar Titan USA	2/7/2023	
23001438	Simonne Smith-Daley vs Solar Titan USA	2/7/2023	
23001435	Daniel Martin Pursley, Jr. vs Solar Titan	2/7/2023	
23001430	Elizabeth Ann Dillingham vs Solar Titan USA	2/7/2023	
23001411	Stephen Richard Reeves vs Solar Titan USA	2/6/2023	
23001405	Robert Alan Jackson vs Solar Titan USA	2/6/2023	
23001371	Eileen Gail Maurice vs Solar Titan USA	2/5/2023	
23001359	Beverly Sherman Moon vs Solar Titan USA	2/5/2023	
23001348	James Mike Stroop vs Solar Titan	2/4/2023	
23001324	Johnny Ray Lawson vs Solar titan USA	2/3/2023	
23001301	Cornel Varnado , Jr. vs Solar Titan USA	2/2/2023	
23001273	Nola Flanary vs Solar Titan USA	2/1/2023	
23001254	Trang Salinas vs Solar Titan USA	2/1/2023	
23001232	Katelyn Engler vs Solar Titan	1/31/2023	
23001230	Kimberly Spears vs Solar Titan USA	1/31/2023	
23001216	Virginia May Dearing vs Solar Titan USA	1/31/2023	
23001197	Luis O Cordova vs Solar Titan USA	1/30/2023	
23001164	Timothy A Jager vs Solar titan usa	1/30/2023	
23001085	Curtis Arledge vs Solar Titan USA	1/27/2023	
23001068	Jonny Delmar Olson, Jr. vs Solar Titan Usa	1/26/2023	Original complaint filed 1/24/2023
23001001	Ginger Kay Miller vs Solar Titan USA	1/25/2023	
23001051	Meriaka A Moore vs Solar Titan USA	1/26/2023	
23000960	Charles Clabbers vs Solar Titan USA	1/25/2023	
23000956	Tiffany WEST vs Solar Titan USA	1/25/2023	
23000941	Eric DeLeeuw vs Solar Titan USA	1/25/2023	
23000922	Sharon H Gibbs vs Solar Titan USA	1/24/2023	
23000914	Ray Krone vs Solar Titan USA	1/24/2023	
23000912	Jamez McGinnis vs Solar Titan	1/24/2023	
23000888	Jonny D Olson, Jr vs Solar Titan	1/24/2023	i
23000854	Anthony Lyle Davis vs Solar Titan USA	1/23/2023	i
23000833	David R Richards vs Solar Titan USA	1/22/2023	
23000832	James R Sexton, Sr vs Solar Titan USA	1/22/2023	
23000805	Ericka Coronado vs Solar Titan USA	1/20/2023	
23000803	Tara Whitlow vs Solar Titan USA	1/20/2023	i
23000801	Linda Osipchuk , Osipchuk vs Solar Titan USA	1/20/2023	i
23000778	Tonya Lynell Rock vs Solar Titan Usa	1/20/2023	i
23000775	James Barden vs Solar Titan USA	1/20/2023	i
23000767	John Evans vs SOLAR TITAN USA	1/20/2023	
23000706	Carlos A Hawkins vs Solar Titan USA	1/18/2023	
23000664	Heather Gates vs Solar Titan USA	1/18/2023	i
23000656	Mary Ellen Cumberworth vs Solar Titan USA	1/18/2023	i
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23000661	Aaron Marston vs Solar Titan	1/18/2023	